Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):
Seaman Furniture Company, Inc.
Levitz Furniture Corporation

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other

Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies)
Name: General Electric Capital Corporation,as Agent
Internal Address:
Street Address: 800 Connecticut Ave.Two North
City: Norwalk State: CT Zip: 06854

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State Delaware
- [ ] Other

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)
Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: 6/19/2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) see attached Schedule 1

B. Trademark Registration No.(s) see attached Schedule 1

Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Julie Tamburo
Internal Address:
Street Address: Bingham McCutchen LLP
150 Federal Street
City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41).....$ 590.00 (credit card)

- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Julie Tamburo — Name of Person Signing
Signature
July 9, 2003 — Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

OP $590.00 76698113

700035561

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Seaman Furniture Company, Inc.

Registered Owner	U.S. Service Mark/ Trademark Description	Registration or Application Number (Serial No.)	Registration or Application 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	Renewed
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

Levitz Furniture Corporation

Registered Owner	U.S. Service Mark/ Trademark Description	Registration or Application Number (Serial No.)	Registration or Application Date (Date Filed)	Status
Levitz Furniture Corporation	"You'll love it at Levitz"	76491523	02/21/03	Filed
Levitz Furniture Corporation	"Feel the Love"	78239632	04/18/03	Filed
Levitz Furniture Corporation	"@ My Place"	2484713	09/04/01	Registered
Levitz Furniture Corporation	"Love The Way You Live"	2422492	01/23/01	Registered
Levitz Furniture Corporation	"Better Rooms for Less"	2386797	09/19/00	Registered
Levitz Furniture Corporation	"Captiva Collection"	2184523	08/25/98	Registered
Levitz Furniture Corporation	"Homemakers"*	2116794	11/25/97	Registered
Levitz Furniture Corporation	"Levitz Homemakers"	2137806	02/17/98	Registered
Levitz Furniture Corporation	"Lofty Ideas"	2151461	04/14/98	Registered
Levitz Furniture Corporation	"Rooms For Less"	1803479	11/09/93	Renewed
Levitz Furniture Corporation	"We Furnish America's Beautiful Homes"	2067895	06/03/97	Registered, but to be cancelled in due course
Levitz Furniture Corporation	"Your Kind of Place"	2133399	01/27/98	Registered
Levitz Furniture Corporation	"Classic House Furniture Galleries" with logo	1009039	04/15/75	Renewed

* License granted.

Registered Owner	U.S. Service Mark/ Trademark Description	Registration or Application Number (Serial No.)	Registration or Application Date (Date Filed)	Status
Levitz Furniture Corporation	"Classic House"	1010853	05/13/75	Renewed
Levitz Furniture Corporation	"Levitz Coast-to-Coast Since 1910" with oval	1043146	07/06/76	Renewed
Levitz Furniture Corporation	"Levitz"	0969828	10/02/73	Renewed
Levitz Furniture Corporation	"Levitz" with oval	0966741	08/21/73	Not Renewed
Levitz Furniture Corporation	"Classic House Furniture Galleries"	Florida – 912988	07/30/82	Inactive
Levitz Furniture Corporation	"Classic House"	Florida – 912989	07/31/72	Inactive

Levitz Furniture Company of the Midwest, Inc.

Registered Owner	U.S. Service Mark/ Trademark Description	Registration or Application Number (Serial No.)	Registration or Application Date (Date Filed)	Status
Levitz Furniture Company of the Midwest, Inc.	"Classic House"	Arizona – 43494	08/09/82	Inactive
Levitz Furniture Company of the Midwest, Inc.	"Classic House Furniture Galleries"	Arizona – 43493	08/09/82	Inactive

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 19, 2003, by **SEAMAN FURNITURE COMPANY, INC.** a Delaware Corporation, **LEVITZ FURNIUTRE CORPORATION**, a Florida corporation, **LEVITZ FURNITURE COMPANY OF THE MIDWEST, INC.**, a Colorado corporation (collectively the "Grantors" and individually a "Grantor"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, in its capacity as Agent for Lenders party to the Credit Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Grantors, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of the Grantors;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for itself and for the benefit of the Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Agent, on behalf of itself and for the benefit of the Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks (together with all associated goodwill) and Trademark Licenses to which it is a party including those referred to on Schedule I hereto; and

(b) all products and Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LEVITZ FURNITURE CORPORATION

By: Carl Landeck - EVP
Name: Carl Landeck
Title: Executive Vice President

LEVITZ FURNITURE COMPANY OF THE MIDWEST, INC

By: Carl Landeck - VP
Name: Carl Landeck
Title: Vice President

SEAMAN FURNITURE COMPANY, INC.

By: Carl Landeck - EVP
Name: Carl Landeck
Title: Executive Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: Stephen M. Metzner
Name: STEPHEN M. METZNER
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTORS

STATE OF New York)
) ss.
COUNTY OF New York)

On this 19th day of June, 2003 before me personally appeared Carl J. Landek, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

{seal}

MEGAN R. WILLS
NOTARY PUBLIC, State of New York
No. 01WI6062460
Qualified in Queens County
Commission Expires Aug. 6, 2005

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Levitz Furniture Company of the Midwest, Inc.	"Classic House Furniture Galleries"	Arizona – 43493	08/09/82	Inactive

TRADEMARK
REEL: 002679 FRAME: 0958

BINGHAM McCUTCHEN

Facsimile

TO	Patent and Trademark Office	CLIENT/MATTER	801447/120300
COMPANY		PHONE NUMBER	
FROM	Julie Tamburo	FAX NUMBER	703-306-5995
DATE	07/08/03 TKPR NO	TOTAL PAGES	13 incl. cover

Bingham McCutchen LLP
150 Federal Street
Boston, MA
02110-1726

617.951.8000
617.951.8736 fax

bingham.com

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Los Angeles
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Singapore
Walnut Creek
Washington

Please find attached the following:

- One Trademark Security Agreement along with the required Recordation Form Cover Sheet
- Credit Card Payment Form Number 2038

Please record the attached and return to me at the address/fax noted.

If you have, any questions regarding this please do not hesitate to contact me.

Regards,

Julie Tamburo
Supervisory Paralegal
Bingham McCutchen, LLP
150 Federal Street
Boston, MA 02110
phone: 617-951-8055
fax: 617-951-8736
julie.tamburo@bingham.com

cc: Victoria Labriola, Esq.

The information in this transmittal is privileged and confidential and is intended only for the recipient(s) listed above. If you are neither the intended recipient(s) nor a person responsible for the delivery of this transmittal to the intended recipient(s), you are hereby notified that any unauthorized distribution or copying of this transmittal is prohibited. If you have received this transmittal in error, please notify us immediately at 617.951.8925 and return the transmittal to the sender. Thank you.

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