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

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

1. Name of conveying party(ies):
John M. Smyth Company, an Illinois corporation

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

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

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

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] 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 [ ] No

3. Nature of conveyance:

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

Execution Date: 10/24/2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,922,052, 1,798,293

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

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

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) $ 65.00

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

8. Deposit account number:

OP $65.00 1922052

DO NOT USE THIS SPACE

9. Signature.

Julie Tamburo
Name of Person Signing

Signature

November 2, 2003
Date

Total number of pages including cover sheet, attachments, and document: 14

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

700051034

EXECUTION COPY

JOINDER AGREEMENT AND AFFIRMATION

This Joinder Agreement and Affirmation, dated as of October 24, 2003 (this "Joinder Agreement"), is executed and delivered by John M. Smyth Company, an Illinois corporation ("Smyth", also sometimes referred to herein as, the "New Credit Party"), pursuant to Section 5.15(b) of the Credit Agreement, dated as of June 19, 2003 (as amended and in effect from time to time, the "Credit Agreement"), by and among (a) Levitz Home Furnishings, Inc., a Delaware corporation, Levitz Furniture, LLC, a Delaware limited liability company and Seaman Furniture Company, Inc., a Delaware corporation (collectively, the "Borrowers"), (b) the other Credit Parties signatory thereto, (c) the lenders or other financial institutions which are or may become a party thereto (each a "Lender" and, collectively, the "Lenders"), (d) General Electric Capital Corporation, as agent (the "Agent") for the Lenders, (e) Fleet National Bank, as documentation agent for the Lenders, and (f) The CIT Group/Business Credit, Inc., as syndication agent for the Lenders. All capitalized terms used in this Joinder Agreement and not otherwise defined herein shall have the same meaning herein as in the Credit Agreement or in Annex A thereto.

§1. Joinder to Credit Agreement.

(a) Smyth acknowledges that it has received and reviewed a copy of the Credit Agreement and each of the other Loan Documents. Smyth hereby agrees to become a Credit Party in respect of the Obligations as set forth in the Credit Agreement and, by executing and delivering this Joinder Agreement, does hereby join and become a party to the Credit Agreement as a Credit Party, assuming all of the obligations and liabilities of a Credit Party thereunder. Smyth agrees to comply with, and be bound by, all of the terms and conditions of the Credit Agreement in all respects as an original Credit Party thereunder, as if Smyth were an original signatory thereto, assuming all obligations and liabilities arising or incurred under the Credit Agreement and the Loan Documents on and after the Closing Date. Smyth acknowledges that such terms, include, without limitation, provisions concerning, indemnification as contained in Section 1.13 of the Credit Agreement, fees and expenses as contained in Section 11.3 of the Credit Agreement, governing law as contained in Section 11.9 of the Credit Agreement, and waiver of jury trial as contained in Section 11.13 of the Credit Agreement.

(b) Each of the Borrowers hereby ratifies and confirms all of its Obligations to the Agent and the Lenders including, without limitation, with respect to the Loans and the Obligations, and each of the Borrowers hereby affirms its absolute and unconditional promise to pay to the Lenders and the Agent the Loans, its Obligations and all other amounts due or to become due and payable to the Lenders and the Agent under the Credit Agreement and the other Loan Documents. Each of the Borrowers, each of the Credit Parties and the New Credit Party hereby confirms that the Obligations are and remain secured pursuant to the Collateral Documents and pursuant to all other instruments and documents executed and delivered by such Borrower, such Credit Party or the New Credit Party (as the case may be) as security for the Obligations. Each Credit Party confirms and ratifies the replacement of each of the Schedules to the Credit Agreement attached hereto.

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§2. **Joinder to Security Agreement.** Smyth is hereby added as a grantor to the Security Agreement, and agrees to be bound by all of its terms and conditions, in all respects as if it was an original signatory thereto and hereby unconditionally, and jointly and severally with each of the other grantors, grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Agent, for itself and the benefit of Lenders, to secure the prompt and complete payment, performance and observance of all of the Obligations including, without limitation, each Borrower's Obligations arising under the cross-guaranty provisions of Section 12 of the Credit Agreement, a Lien upon all of its right, title and interest in, to and under all personal property and assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of Smyth, and whether owned or consigned by or to, or leased from or to Smyth, and regardless of where located, including:

> all accounts, chattel paper, documents, general intangibles (including payment intangibles and software), goods (including inventory, equipment and fixtures), instruments, investment property, deposit accounts (including blocked accounts, concentration accounts, disbursement accounts and all other bank accounts and deposits therein), all money, cash or cash equivalents, all supporting obligations and letter-of-credit rights, all commercial tort claims (as set forth on the revised Schedule A to the Security Agreement attached hereto), and to the extent not otherwise included, proceeds, tort claims, insurance claims and other rights to payment not otherwise included in the foregoing and products of the forgoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing. In addition, Smyth grants to the Agent, for itself and the benefit of the Lenders, a right of set-off against the property described above now or hereafter in the possession or custody of or in transit to Agent or any Lender, for any purpose, including for safekeeping, collection or pledge, for the account of Smyth, or as to which Smyth may have any right or power.

Each grantor confirms and ratifies the replacement of each of the Schedules to the Security Agreement attached hereto.

§3. **Joinder to Guaranty.** Smyth is hereby added as a Guarantor to the Guaranty and agrees to be bound by all of its terms and conditions, in all respects as if it was an original signatory thereto and hereby unconditionally, and jointly and severally with each of the other Guarantors guarantees to Agent and Lenders the prompt payment when due (whether at stated maturity or otherwise) and performance of the Obligations of the Borrowers. Each Guarantor confirms and ratifies the replacement of Schedule I to the Guaranty attached hereto.

§4. **Joinder to Pledge Agreement.** Levitz Furniture Corporation, a Florida corporation ("LFC"), hereby pledges, assigns, grants a security interest in, and delivers to the Agent, for itself and the benefit of the Lenders, all of LFC's shares of capital stock of Smyth, as listed on the replacement Schedule I to the Stock Pledge Agreement attached hereto, and Smyth agrees to be bound by the applicable provisions of the Stock Pledge Agreement, in all respects as if it was an original signatory thereto. Each pledgor confirms and ratifies the replacement of Schedule I to the Stock Pledge Agreement attached hereto.

§5. **Joinder to Trademark Security Agreement.** Smyth is hereby added as a grantor to the Trademark Security Agreement and agrees to be bound by all of its terms and conditions, in all respects as if it was an original signatory thereto and hereby grants to Agent, for itself and for the benefit of Lenders, a continuing security interest in all of Smyth's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

> all of its trademarks, (together with all associated goodwill) and trademark licenses to which it is a party including those referred to in revised Schedule I to the Trademark Security Agreement attached hereto and all products and proceeds of the foregoing, including without limitation, any claim by Smyth 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 trademark licensed under any trademark license.

Each grantor confirms and ratifies the replacement of Schedule I to the Trademark Security Agreement attached hereto.

§6. **Effectiveness.** This Joinder Agreement shall become effective upon the execution and delivery of this Joinder Agreement by the Borrowers, the other Credit Parties, the New Credit Party and the Agent and the satisfaction of the following conditions:

(i) Certified Copies of Charter Documents. The Agent shall have received from Smyth a certificate as to the good standing of Smyth from the Secretary of State or other appropriate official of the state of its organization, dated as of a recent date. The Agent shall also have received from Smyth a certificate of its Secretary certifying the following attachments thereto: (a) its certificate or articles of incorporation, as amended to date, certified as of a recent date by the Secretary of State, (b) a true and correct copy of its by-laws, including all amendments thereto, and (c) a true and correct copy of the resolutions of its board of directors authorizing the execution and delivery of this Joinder Agreement and all related documents. Such Secretary's Certificate shall be in form and substance satisfactory to the Agent and shall also give the name and bear a specimen signature of each individual who shall be authorized to sign this Joinder Agreement and related documents on behalf of the New Credit Party.

(ii) Delivery of Stock. The stock certificates evidencing all of the issued and outstanding shares of capital stock of the New Credit Party together with an undated stock power thereto duly executed in blank, shall have been delivered to the Agent to be held upon the terms of the Pledge Agreement.

(iii) UCC Search Results. The Agent shall have received the results of UCC searches with respect to the Collateral, indicating no liens other than Permitted Encumbrances and otherwise in form and substance satisfactory to the Agent.

(iv) Delivery of Schedules to each of the Credit Agreement, Security Agreement, Guaranty, Pledge Agreement and Trademark Security Agreement. The Agent shall have received the following replacement Schedules, each in form and substance satisfactory to the Agent and each revised to include the New Credit Party; (i) all Schedules to the Credit Agreement, (ii) all Schedules to the Security Agreement, (ii) Schedule I to the Guaranty, (iv) Schedule I to the Pledge Agreement, and (v) Schedule I to the Trademark Security Agreement.

(v) Legal Opinion. The Agent shall have received an opinion of counsel to the Borrowers and the New Credit Party as to the due authorization and enforceability of this Joinder Agreement, the due organization, legal existence, and good standing of the New Credit Party and all other matters as the Agent may reasonably request.

§7 **GOVERNING LAW**. THIS JOINDER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW OTHER THAN GENERAL OBLIGATIONS LAW §5-1401 AND §5-1402).

§8 **Miscellaneous**. The Credit Agreement, the other Loan Documents and all documents, instruments and agreements related thereto are hereby ratified and confirmed by each of the Borrowers, the other Credit Parties and the New Credit Party in all respects and shall continue in full force and effect. The undersigned agrees that this Joinder Agreement shall be deemed to be, and is hereby made a part of, the Credit Agreement and the Collateral Documents as if set forth therein in full. This Joinder Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which counterparts taken together shall be deemed to constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned have caused this Joinder Agreement to be duly executed as of the date first written above.

JOHN M. SMYTH COMPANY

By: _____
Name: Robert Webber
Title: Vice President and Assistant Secretary

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name:
Title: Duly Authorized Signatory

IN WITNESS WHEREOF, the undersigned have caused this Joinder Agreement to be duly executed as of the date first written above.

JOHN M. SMYTH COMPANY

By:_____
Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By:_____
Name: Stephen M. Metivier
Title: Duly Authorized Signatory

ACKNOWLEDGED AND AGREED TO:

LEVITZ HOME FURNISHINGS, INC.

By: _____
Name: Robert Webber
Title: Senior Vice President

LEVITZ FURNITURE, LLC

By: _____
Name: Robert Webber
Title: Senior Vice President

SEAMAN FURNITURE COMPANY, INC.

By: _____
Name: Robert Webber
Title: Senior Vice President

LEVITZ FURNITURE CORPORATION

By: _____
Name: Robert Webber
Title: Senior Vice President

LEVITZ FURNITURE COMPANY OF THE MIDWEST, INC.

By: _____
Name: Robert Webber
Title: Vice President

LEVITZ FURNITURE COMPANY OF WASHINGTON, INC.

By: _____
Name: Robert Webber
Title: Vice President

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LEVITZ FURNITURE COMPANY OF DELAWARE, INC.

By: _____
Name: Robert Webber
Title: Vice President

LEVITZ SHOPPING SERVICE, INC.

By: _____
Name: Robert Webber
Title: Vice President

SEAMAN FURNITURE COMPANY OF UNION SQUARE, INC.

By: _____
Name: Robert Webber
Title: Assistant Secretary

PARALAX DEVELOPMENT INDUSTRIES, INC.

By: _____
Name: Robert Webber
Title: Assistant Secretary

RHM, INC.

By: _____
Name: Robert Webber
Title: Assistant Secretary

SEAMAN FURNITURE COMPANY OF PENNSYLVANIA, INC.

By: _____
Name: Robert Webber
Title: Assistant Secretary

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.

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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

John M. Smyth Company

Registered Owner	U.S. Service Mark/ Trademark Description	Registration or Application Number (Serial No.)	Registration or Application Date (Date Filed)	Status
John M. Smyth Company	"Not Low Priced Furniture, But Good Furniture at Low Prices"	Illinois – 42799	09/05/73	Inactive

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Registered Owner	U.S. Service Mark/ Trademark Description	Registration or Application Number (Serial No.)	Registration or Application Date (Date Filed)	Status
John M. Smyth Company	"Homemakers"	Illinois – 42797	09/04/73	Inactive
John M. Smyth Company	"H"	Illinois – 42798	N/A	Inactive
John M. Smyth Company	"John M. Smyth"	Illinois – 74,244	03/18/94	Registered
John M. Smyth Company	"John M. Smyth's Homemakers"	Illinois – 74,243	03/18/94	Registered
John M. Smyth Company	"John M. Smyth's* Homemakers"	1922052	09/26/95	Registered
John M. Smyth Company	"John M. Smyth"*	1922051	09/26/95	Cancelled

* License granted.