Form PTO-1594
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07-22-2003

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
7-22-03

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

1. Name of conveying party(ies):
Levitz Furniture Corporation

☐ Individual(s) ☐ Association
☒ Corporation-**Florida**
☐ Other -

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)
Name: **Ableco Finance LLC**
Internal Address: _____
Street Address: **450 Park Avenue**
City: **New York** State: **NY** Zip: **10022**
☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership
☒ 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 ☐ No

3. Nature of conveyance:
☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: **June 19, 2003**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
78/239,632; 76/491,523
B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Santo Manna, Esq.**
Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) **$65.00**
☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:
500675 – Schulte Roth & Zabel LLP
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Santo Manna, Esq.		June 26, 2003
Name of Person Signing	Signature	Date

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

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

07/22/2003 DBYRNE 00000195 500675 78239632
01 FC:8521 40.00 DA
02 FC:8522 25.00 DA

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 19, 2003, by **LEVITZ FURNITURE CORPORATION**, a Florida corporation (the "Grantor"), in favor of **ABLECO FINANCE LLC**, a Delaware limited liability company, in its capacity as agent (in such capacity, the "Agent") for the Lenders (as hereinafter defined) party to the Financing Agreement (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Financing Agreement, dated as of the date hereof, by and among the Grantor, and certain of the Grantor's affiliates, as Loan Parties (as defined therein), Agent and the lenders from time to time party thereto (the "Lenders") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Financing Agreement"), Lenders have made certain term loans (the "Loans") for the benefit of the Grantor;

WHEREAS, Agent and Lenders are willing to maintain the Loans, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for itself and for the benefit of the Lenders, the 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 Grantor is 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 Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to the Agent, on behalf of itself and for the benefit of the Lenders, a continuing security interest in all of the 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 cash and noncash proceeds of the foregoing, including, without limitation, any claim by the 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. The 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, the 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 J. Landeck - EVP
Name: CARL J. LANDECK
Title: EXECUTIVE VICE PRESIDENT

ACKNOWLEDGMENT OF GRANTOR

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

On this 19th day of June, 2003 before me personally appeared Carl J. Landeck, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Levitz Furniture Corporation 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

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Registered Owner	U.S. Service Mark/Trademark Description	Registration Number (Serial No.)	Registration Date (Date Filed)	Status
Levitz Furniture Corporation	"Feel the Love"	78239632	04/18/03	Filed
Levitz Furniture Corporation	"You'll love it at Levitz"	76491523	02/21/03	Filed

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