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

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Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings

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

<p>1. Name of conveying party(ies): <u>Levitz Furniture Corporation</u></p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State <u>Florida</u>  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>M.D. Sass Corporate Resurgence</u>  <u>Internal Partners III, L.P., as Agent</u>  Address: <u>c/o Resurgence Asset Management,</u>  <u>L.L.C.</u>  Street Address: <u>10 King Street</u>  City: <u>White Plains</u> State: <u>N.Y.</u> Zip: <u>10604</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input checked="" type="checkbox"/> Limited Partnership <u>Delaware</u>  <input type="checkbox"/> Corporation-State _____  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment).  Additional name(s) &amp; address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:  <input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other <u>Trademark Supplement to Grant</u>  <u>of Security Interest</u>  Execution Date: <u>June 19, 2003</u></p>	<p>4. Application number(s) or registration number(s):  A. Trademark Application No.(s)  <u>See attached Schedule A</u></p> <p>B. Trademark Registration No.(s)  <u>See attached Schedule A</u></p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>Richard Roel</u>  Internal Address: <u>c/o O'Melveny &amp; Myers LLP</u>  _____  _____  Street Address: <u>30 Rockefeller Plaza, 24th</u>  <u>Floor</u>  City: <u>New York</u> State: <u>N.Y.</u> Zip: <u>10112</u></p>	<p>6. Total number of applications and registrations involved: ..... <u>2</u></p> <p>7. Total fee (37 CFR 3.41)..... <u>\$ 65.00</u></p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:  _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
<p style="text-align: center;"><b>DO NOT USE THIS SPACE</b></p>	
<p>9. Statement and signature.  <i>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.</i></p> <p><u>Richard Roel</u>      <u>Richard Roel</u>      <u>June 26, 2003</u>  Name of Person Signing      Signature      Date</p> <p>Total number of pages including cover sheet, attachments, and document: <u>10</u></p>	

07/07/2003 6TOW11 00000059 76491523  
01 FC:8521 40.00 OP  
02 FC:8522 25.00 OP

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

TRADEMARK  
REEL: 002894 FRAME: 0793

**Additional Receiving Parties:**

M.D. Sass Corporate Resurgence Partners III, L.P.  
c/o Resurgence Asset Management, LLC  
10 King Street  
White Plains, New York 10604  
a Delaware limited partnership

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**SCHEDULE A**

<b>Registered Owner</b>	<b>U.S. Service Mark/ Trademark Description</b>	<b>Registration or Application Number (Serial No.)</b>	<b>Registration or Application Date (Date Filed)</b>	<b>Status</b>
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

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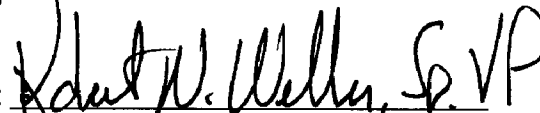
## TRADEMARK SUPPLEMENT

This TRADEMARK SUPPLEMENT, dated June 19, 2003, is delivered pursuant to and supplements (i) the Security Agreement, dated as of the date hereof, among Levitz Furniture Corporation, a Florida corporation ("Grantor"), Levitz Furniture, LLC, a Delaware limited liability company ("Levitz"), Seaman Furniture Company, Inc., a Delaware corporation ("Seaman"), Levitz Home Furnishings, Inc., a Delaware corporation ("LHFI"), certain subsidiaries of LHFI identified on the signature pages thereto and M.D. Sass Corporate Resurgence Partners III, L.P., a Delaware limited partnership, as agent ("Grantee") (as it may be amended, amended and restated, modified or supplemented from time to time, the "Security Agreement") and (ii) the Trademark Security Agreement, dated as of February 26, 2001 (the "Grant") executed by Grantor. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Grant.

Grantor hereby grants to Grantee a security interest in all of Grantor's right, title and interest in and to the Trademarks listed on Schedule A attached hereto. All such Trademarks shall be deemed to be part of the Trademarks and shall be hereafter subject to each of the terms and conditions of the Security Agreement and the Grant.

IN WITNESS WHEREOF, Grantor has caused this Supplement to be duly executed and delivered by its duly authorized officer as of the date first written above.

**LEVITZ FURNITURE CORPORATION**

By: 

Name: Robert N. Webber

Title: Senior Vice President, General Counsel  
& Secretary

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Grantor hereby grants to Grantee a security interest in all of Grantor's right, title and interest in and to the Trademarks listed on Schedule A attached hereto. All such Trademarks shall be deemed to be part of the Trademarks and shall be hereafter subject to each of the terms and conditions of the Security Agreement and the Grant.

IN WITNESS WHEREOF, Grantor has caused this Supplement to be duly executed and delivered by its duly authorized officer as of the date first written above.

**LEVITZ FURNITURE CORPORATION**

By: Robert N. Webber, Sr. VP  
Name: Robert N. Webber  
Title: Senior Vice President, General Counsel  
& Secretary

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Levitz Furniture Corporation	"Feel the Love"	78239632	04/18/03	Filed

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Grantor hereby grants to Grantee a security interest in all of Grantor's right, title and interest in and to the Trademarks listed on Schedule A attached hereto. All such Trademarks shall be deemed to be part of the Trademarks and shall be hereafter subject to each of the terms and conditions of the Security Agreement and the Grant.

IN WITNESS WHEREOF, Grantor has caused this Supplement to be duly executed and delivered by its duly authorized officer as of the date first written above.

**LEVITZ FURNITURE CORPORATION**

By: Robert N. Webber, Sr VP  
Name: Robert N. Webber  
Title: Senior Vice President, General Counsel  
& Secretary



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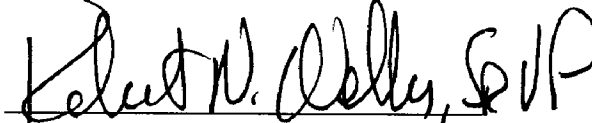
## TRADEMARK SUPPLEMENT

This TRADEMARK SUPPLEMENT, dated June 11, 2003, is delivered pursuant to and supplements (i) the Security Agreement, dated as of the date hereof, among Levitz Furniture Corporation, a Florida corporation ("Grantor"), Levitz Furniture, LLC, a Delaware limited liability company ("Levitz"), Seaman Furniture Company, Inc., a Delaware corporation ("Seaman"), Levitz Home Furnishings, Inc., a Delaware corporation ("LHFI"), certain subsidiaries of LHFI identified on the signature pages thereto and M.D. Sass Corporate Resurgence Partners, L.P., a Delaware limited partnership ("Grantee") (as it may be amended, amended and restated, modified or supplemented from time to time, the "Security Agreement") and (ii) the Trademark Security Agreement, dated as of February 26, 2001 (the "Grant") executed by Grantor. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Grant.

Grantor hereby grants to Grantee a security interest in all of Grantor's right, title and interest in and to the Trademarks listed on Schedule A attached hereto. All such Trademarks shall be deemed to be part of the Trademarks and shall be hereafter subject to each of the terms and conditions of the Security Agreement and the Grant.

IN WITNESS WHEREOF, Grantor has caused this Supplement to be duly executed and delivered by its duly authorized officer as of the date first written above.

### LEVITZ FURNITURE CORPORATION

By: 

Name: Robert N. Webber

Title: Senior Vice President, General Counsel  
& Secretary