Resub
1-12-04

01-13-2004

102643921

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

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

7-3-03

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):

Levitz Furniture Corporation

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

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

2. Name and address of receiving party(ies)

Name: M.D. Sass Corporate Resurgence Partners III, L.P., as Agent

Internal Address: c/o Resurgence Asset Management, L.L.C.

Street Address: 10 King Street

City: White Plains State: N.Y. Zip: 10604

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

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [ ] Security Agreement
- [ ] Change of Name
- [x] Other Trademark Supplement to Grant of Security Interest

Execution Date: June 19, 2003

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

A. Trademark Application No.(s)

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

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

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

Name: Richard Roel

Internal Address: c/o O'Melveny & Myers LLP

Street Address: 30 Rockefeller Plaza, 24th Floor

City: New York State: N.Y. Zip: 10112

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:

(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.

Richard Roel	Richard Roel	June 26, 2003
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 10

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

07/07/2003 GTON11 00000059 76491523

01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

Attachment to Trademark Recordation Form Cover Sheet

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

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

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

SCHEDULE A

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

SCHEDULE A

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

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

NY1:1454498.1
Trademark Supplement – Deferred Term

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 ("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 October 12, 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: Robert N. Webber, Sr. VP
Name: Robert N. Webber
Title: Senior Vice President, General Counsel & Secretary

NY1:1454498.1
Trademark Supplement – Capital Call

SCHEDULE A

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

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 ("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: Robert W. Webber, Sr VP

Name: Robert W. Webber

Title: Senior Vice President, General Counsel & Secretary

NY1:1454498.1
Trademark Supplement – RAM III

SCHEDULE A

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

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, 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: Robert N. Webber, SVP

Name: Robert N. Webber

Title: Senior Vice President, General Counsel & Secretary

NY1:1454498.1
Trademark Supplement – RAM I