TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of All Security Interests (including all Supplements)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
M.D. Sass Corporate Resurgence Partners III, L.P.		11/08/2004	LIMITED PARTNERSHIP:
M.D. Sass Corporate Resurgence Partners, L.P.		11/08/2004	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	Levitz Furniture Corporation
Street Address:	90 Price Parkway
Internal Address:	Suite 1
City:	Farmingdale
State/Country:	NEW YORK
Postal Code:	11735
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2386797	BETTER ROOMS FOR LESS
Registration Number:	2484713	@ MY PLACE
Registration Number:	2184523	CAPTIVA COLLECTION
Registration Number:	2151461	LOFTY IDEAS
Registration Number:	2422492	LOVE THE WAY YOU LIVE
Registration Number:	2133399	YOUR KIND OF PLACE
Registration Number:	2137806	LEVITZ HOMEMAKERS
Registration Number:	1043146	LEVITZ COAST-TO-COAST SINCE 1910
Registration Number:	1010853	CLASSIC HOUSE
Registration Number:	1009039	CLASSIC HOUSE FURNITURE GALLERIES
Serial Number:	78239632	FEEL THE LOVE
Registration Number:	2800130	YOU'LL LOVE IT AT LEVITZ

CH $365.00 2386797

Registration Number:	1803479	ROOMS FOR LESS
Registration Number:	969828	LEVITZ

CORRESPONDENCE DATA

Fax Number: (212)755-7306

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212)326-3420

Email: aevieta@jonesday.com

Correspondent Name: Amy Vieta

Address Line 1: 222 E. 41st St.

Address Line 2: Jones Day

Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Amy Vieta

Total Attachments: 5

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RELEASE OF TRADEMARK SECURITY AGREEMENT

1.

LEVITZ FURNITURE CORPORATION, a corporation organized and existing under the laws of the State of Florida, having an address at 90 Price Parkway, Suite 1, Farmingdale, New York 11735 ("Grantor"), entered into certain Trademark Security Agreements and Trademark Supplements, described on Exhibit "A" hereto (the "M.D. Sass III Trademark Security Agreements"), whereby M.D. SASS CORPORATE RESURGENCE PARTNERS III, L.P., having an address at 10 King Street, c/o Resurgence Asset Management, White Plains, NY 10604 ("M.D. Sass III"), was granted a security interest in certain trademarks and service marks defined in each M.D. Sass III Trademark Security Agreement as the "Trademark Collateral."

2.

Grantor entered into a certain Trademark Agreement and Trademark Supplement, described on Exhibit "A" hereto (the "M.D. Sass Trademark Security Agreements," and, collectively with the M.D. Sass III Trademark Security Agreements, the "Trademark Security Agreements"), whereby M.D. SASS CORPORATE RESURGENCE PARTNERS, L.P., having an address at 10 King Street, c/o Resurgence Asset Management, White Plains, NY 10604 ("M.D. Sass", and, collectively with M.D. Sass III, the "Grantees"), were granted a security interest in certain trademarks and service marks defined therein as "Trademark Collateral."

3.

Each Grantee without representation, warranty or recourse of any manner hereby terminates, releases and discharges all its security interest in the Trademark Collateral under each Trademark Security Agreement and all other security interests granted under each Trademark Security Agreement, including without limitation its security interest in the trademarks and service marks and registrations set forth on Exhibit "B" attached hereto and incorporated herein by reference. Any right, title or interest of each Grantee in such Trademark Collateral shall hereby cease and become void.

4.

Each Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby at Grantor's expense.

IN WITNESS WHEREOF, each Grantee has caused this document to be executed on its behalf as of the 8th day of November, 2004.

M.D. SASS CORPORATE RESURGENCE PARTNERS III, L.P.

By: _____
Name: Robert T. Symington
Title: Managing Director

M.D. SASS CORPORATE RESURGENCE PARTNERS, L.P.

By: _____
Name: Robert T. Symington
Title: Managing Director

TRADEMARK
REEL: 002976 FRAME: 0076

STATE OF New York

COUNTY OF Westchester

On this 8th day of November, 2004, before me appeared Robert T. Symington, the person who signed this document in his/her capacity as Managing Director of M.D. SASS CORPORATE RESURGENCE PARTNERS III, L.P., who acknowledged that he/she signed it as a free act on behalf of the identified corporation with authority to do so.

Mary Ellen DeNunzio
Notary Public

Commission Expiration Date: December 16, 2006

[NOTARIAL SEAL]

MARY ELLEN DeNUNZIO
Notary Public, State of New York
No. 01DE6084768
Qualified in Westchester County
Commission Expires Dec. 16, 2006

STATE OF New York

COUNTY OF Westchester

On this 8th day of November, 2004, before me appeared Robert T. Symington, the person who signed this document in his/her capacity as Managing Director of M.D. SASS CORPORATE RESURGENCE PARTNERS, L.P., who acknowledged that he/she signed it as a free act on behalf of the identified corporation with authority to do so.

Mary Ellen DeNunzio
Notary Public

Commission Expiration Date: December 16, 2006

[NOTARIAL SEAL]

MARY ELLEN DeNUNZIO
Notary Public, State of New York
No. 01DE6084768
Qualified in Westchester County
Commission Expires Dec. 16, 2006

Exhibit "A"
M.D. Sass III Trademark Security Agreements

Trademark Security Agreement, dated as of February 26, 2001, between Grantor and M.D. Sass III, in its capacity as agent, as supplemented by the Trademark Supplement, dated as of June 19, 2003, recorded in the United States Patent and Trademark Office on July 3, 2003, at Reel 2894, Frame 0793.

Trademark Security Agreement, dated as of February 26, 2001, between Grantor and M.D. Sass III, as supplemented by the Trademark Supplement, dated as of June 19, 2003, recorded in the United States Patent and Trademark Office on July 3, 2003, at Reel 2894, Frame 0793.

Trademark Security Agreement, dated as of October 12, 2001, between Grantor and M.D. Sass III, recorded in the United States Patent and Trademark Office on October 19, 2001, at Reel 2385, Frame 0327, as supplemented by the Trademark Supplement, dated as of June 19, 2003, recorded in the United States Patent and Trademark Office on July 3, 2003, at Reel 2894, Frame 0793.

Trademark Security Agreement, dated as of June 19, 2003, between Grantor and M.D. Sass III, recorded in the United States Patent and Trademark Office on July 3, 2003, at Reel 2770, Frame 0328.

M.D. Sass Trademark Security Agreements

Trademark Security Agreement, dated as of February 26, 2001, between Grantor and M.D. Sass, as supplemented by Trademark Supplement, dated as of June 19, 2003, recorded in the United States Patent and Trademark Office on July 3, 2003, at Reel 2770, Frame 0328.

Exhibit "B"

U.S. TRADEMARK AND SERVICE MARK REGISTRATIONS

Mark	Registration/Serial No.
"BETTER ROOMS FOR LESS"	2386797
"@ MY PLACE"	2484713
"CAPTIVA COLLECTION"	2184523
"LOFTY IDEAS"	2151461
"LOVE THE WAY YOU LIVE"	2422492
"YOUR KIND OF PLACE"	2133399
"LEVITZ HOMEMAKERS"	2137806
"LEVITZ COAST-TO-COAST SINCE 1910" with oval	1043146
"CLASSIC HOUSE"	1010853
"CLASSIC HOUSE FURNITURE GALLERIES" with logo	1009039
"FEEL THE LOVE"	78239632
"YOU'LL LOVE IT AT LEVITZ"	2800130
"LEVITZ"	969828
"ROOMS FOR LESS"	1803479