TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PLVTZ, LLC		12/16/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	78239632	FEEL THE LOVE
Registration Number:	2484713	@ MY PLACE
Registration Number:	2422492	LOVE THE WAY YOU LIVE
Registration Number:	1803479	ROOMS FOR LESS
Registration Number:	2386797	BETTER ROOMS FOR LESS
Registration Number:	1043146	LEVITZ COAST-TO-COAST SINCE 1910
Registration Number:	0969828	LEVITZ
Serial Number:	76491523	YOU'LL LOVE IT AT LEVITZ
Registration Number:	2436329	SEAMAN'S KIDS FURNITURE
Registration Number:	1798293	SEAMAN'S
Registration Number:	1816230	SEE SEAMAN'S FIRST
Registration Number:	1824758	THE PACKAGE
Registration Number:	2125211	THE SENSIBLE WAY TO A BEAUTIFUL HOME!
Registration Number:	1922052	JOHN M. SMYTH'S HOMEMAKERS

OP $365.00 78239632

CORRESPONDENCE DATA

Fax Number: (617)951-8736

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

Phone: 617-951-8517

Email: kristine.ouimet@bingham.com

Correspondent Name: Kristine L. Ouimet

Address Line 1: 150 Federal Street

Address Line 2: c/o Bingham McCutchen LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	0801447.120300
NAME OF SUBMITTER:	Kristine L. Ouimet
Signature:	/Kristine L Ouimet/
Date:	02/08/2006

Total Attachments: 8

source=Trademark Security Agreement (BofA)#page1.tif

source=Trademark Security Agreement (BofA)#page2.tif

source=Trademark Security Agreement (BofA)#page3.tif

source=Trademark Security Agreement (BofA)#page4.tif

source=Trademark Security Agreement (BofA)#page5.tif

source=Trademark Security Agreement (BofA)#page6.tif

source=Trademark Security Agreement (BofA)#page7.tif

source=Trademark Security Agreement (BofA)#page8.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 16, 2005, by PLVTZ, LLC, a Delaware limited liability company located at 623 Fifth Avenue, 32nd Floor, New York, NY 10022 ("Grantor"), and BANK OF AMERICA, N.A. (the "Deposit Bank").

WITNESSETH:

WHEREAS, pursuant to a demand promissory note, dated as of the date hereof, by and between Grantor and General Electric Capital Corporation (the "Lender") (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Note"), Lender has agreed to make loans to and to issue letters of credit for the account of the Grantor;

WHEREAS, Deposit Bank provides certain ACH services, cash management services and other fee-based products (collectively, the "Cash Management Obligations") to Grantor pursuant to those certain cash management service agreements entered into from time to time by Grantor and Deposit Bank (collectively, the "Cash Management Agreements");

WHEREAS, in order to induce Deposit Bank to enter into the Cash Management Agreements, Grantor has agreed to execute and deliver to Deposit Bank that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, Lender and Deposit Bank are parties to that certain Security Interest Intercreditor Agreement, dated as of the date hereof (the "Intercreditor Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Deposit Bank this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in (i) the Security Agreement (ii) or the Code.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt and complete payment, performance and observance of all of the Cash Management Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Deposit Bank a Lien upon all of its right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter adopted or acquired by or otherwise arising in favor of Grantor (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses including those referred to on Schedule I hereto, and including extensions or renewals of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) to the extent not otherwise included in the foregoing, all proceeds of the foregoing, including, without limitation, any claim by 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 of the business connected with the use of or symbolized by any Trademark.

3. CERTAIN LIMITED EXCLUSIONS. The term "Trademark Collateral" shall (a) not include, and the security interest granted under Section 2 hereof shall not attach to any Trademark License if the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein, or (ii) in a breach or termination pursuant to the terms of, or a default under, any such Trademark License (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, however, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such Trademark License that does not result in any of the consequences specified in (i) or (ii) above; and (b) not include any applications for trademarks and service marks filed in the United States Patent and Trademark Office (the "PTO") on the basis of Grantor's intent to use such mark pursuant to 15 U.S.C. 1050 section 1(b) and for which a form evidencing use of the mark in interstate commerce has not yet been filed with the PTO, if the grant of such security interest shall constitute or result in the abandonment, invalidation or unenforceablity of any right, title or interest of the Grantor therein.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Deposit Bank pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Deposit Bank 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.

5. INTERCREDITOR AGREEMENT. This Trademark Security Agreement, the obligations of the Grantor hereunder and the rights of the Deposit Bank hereunder are subject to the terms of the Intercreditor Agreement.

6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE

OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. GRANTOR HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, CITY OF NEW YORK, NEW YORK, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN GRANTOR AND DEPOSIT BANK PERTAINING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT, PROVIDED, THAT DEPOSIT BANK AND GRANTOR ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK COUNTY, AND, PROVIDED, FURTHER, NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE DEPOSIT BANK FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF DEPOSIT BANK. GRANTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND GRANTOR HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. GRANTOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO GRANTOR AT THE ADDRESS SET FORTH IN THE NOTE AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER DEPOSIT IN THE U.S. MAILS, PROPER POSTAGE PREPAID.

7. WAIVER OF JURY TRIAL. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT DISPUTES ARISING HEREUNDER OR RELATING HERETO BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN DEPOSIT BANK AND GRANTOR ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED IN CONNECTION WITH, THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS RELATED HERETO OR THERETO.

[signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has duly executed and delivered this Trademark Security Agreement as of the date first set forth above.

PLVTZ, LLC

By: PRENTICE CAPITAL MANAGEMENT, LP,
its Manager

By: PRENTICE MANAGEMENT GP, LLC,
its General Partner

By: _____
Name: Michael Weiss
Title: Managing Director

ACKNOWLEDGMENT OF GRANTOR

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

On this 16th day of December, 2005 before me personally appeared MICHAEL WEISS, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PRENTICE MANAGEMENT GP, LLC, 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.

Christopher S. Winn
Notary Public

{seal}

CHRISTOPHER S. WINN
NOTARY PUBLIC, State of New York
No. 01WI6132975
Qualified in New York County
Commission Expires Sept. 6, 2009

ACCEPTED AND ACKNOWLEDGED:

BANK OF AMERICA, N.A.,
as Deposit Bank

By: Sally A. Sheehan
Name: Sally A. Sheehan
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Registered Owner	U.S. Service Mark/ Trademark Description	Registration or Application Number (Serial No.)
PLVTZ, LLC	"Feel the Love"	78239632
PLVTZ, LLC	"@ My Place"	2484713
PLVTZ, LLC	"Love The Way You Live"	2422492
PLVTZ, LLC	"Rooms For Less"	1803479
PLVTZ, LLC	"Better Rooms for Less"	2386797
PLVTZ, LLC	"Levitz Coast-to-Coast Since 1910" with oval	1043146
PLVTZ, LLC	"Levitz"	0969828
PLVTZ, LLC	"You'll love it at Levitz"	76491523
PLVTZ, LLC	"Seaman's Kids Furniture"	2436329
PLVTZ, LLC	"Seaman's"	1798293
PLVTZ, LLC	"See Seaman's First"	1816230
PLVTZ, LLC	"The Package"	1824758
PLVTZ, LLC	"The Sensible Way To A Beautiful Home!"	2125211
PLVTZ, LLC	"John M. Smyth's* Homemakers"	1922052
PLVTZ, LLC	H and Design	42,798 (Illinois State Registration)
PLVTZ, LLC	HOMEMAKERS and Design	42,797(Illinois State Registration)
PLVTZ, LLC	NOT LOW PRICED FURNITURE, BUT GOOD FURNITURE AT LOW PRICES	42,799(Illinois State Registration)

BUSDOCS/1521728.4