Form PTO-1594
(rev 06/04)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

Levitz Furniture Corporation
(on behalf of U.S. Bank National Association pursuant to Paragraph 31 of the Sale Order)
300 Crossways Park Drive
Woodbury, NY 11797

___ Individual(s) ___ Association
___ General Partnership ___ Limited Partnership
X Corporation
___ Other
Citizenship **Florida**
Execution Date(s) **December 16, 2005**

Additional name(s) of conveying party(ies) attached? ___ Yes X No

2. Name and Address of receiving party(ies)
Additional name(s) & address(es) attached? ___ Yes X No
Name: **Levitz Furniture Corporation**
Internal Address:
Street Address: **300 Crossways Park Drive**
City: **Woodbury**
State: **NY**
Country: **USA** Zip: **11797**

___ Association – Citizenship
___ General Partnership – Citizenship
___ Limited Partnership – Citizenship
X Corporation – Citizenship **Florida**
___ Other
Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached ___ Yes X No.

3. Nature of conveyance:
___ Assignment ___ Merger
___ Security Agreement ___ Change of Name
___ Government Interest Assignment
X Other **Release of Lien**

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

A. Trademark Application No(s).
78239632

B. Trademark Registration No(s).
2484713 1803479
2386797 2800130
969828 1009039
1043146 1010853
2422492

Additional numbers attached? ___ Yes X No

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

Jonathan Seiden, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-3697
Fax: (212) 735-3697
JSeiden@skadden.com

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 1.21(h) and 3.41) **$220**

X All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 093200/2)

8. Payment Information
Deposit Account No. **19-2385**
Authorized user Name: **Philip H. Bartels**

9. Signature.

Signature — Date: January 18, 2006

Jonathan Seiden
Name of Person Signing

Total number of pages including cover sheet, and documents: 5

CH $265.00 192385 78239632

RELEASE OF LIEN IN TRADEMARKS

This RELEASE OF LIEN IN TRADEMARKS ("Release") is given as of this 16th day of December, 2005 by LEVITZ FURNITURE CORPORATION, a Florida corporation located at 300 Crossways Park Drive, Woodbury, New York 11797 (on behalf of U.S. Bank, National Association (successor in interest to Wells Fargo Bank, National Association) pursuant to Paragraph 31 of the Sale Order) ("Assignor"), in favor of LEVITZ FURNITURE CORPORATION, a Florida corporation located at 300 Crossways Park Drive, Woodbury, New York 11797 ("Assignee"). Capitalized terms not otherwise defined herein have the meanings set forth (or incorporated) in the Trademark Security Agreement.

WHEREAS, pursuant to the Security Agreement, dated as of November 9, 2004 (the "Security Agreement"), between Assignee and other Grantors on the one hand, and Wells Fargo Bank, National Association on the other hand, as Collateral Agent for the Secured Parties (the "Collateral Agent"), Assignee granted, mortgaged, and pledged to the Collateral Agent, for the benefit of the Secured Parties, a Lien upon all of its right, title and interest in, to and under all personal property and other assets, including Trademark Collateral;

WHEREAS, pursuant to the Trademark Security Agreement, dated as of November 9, 2004, between Assignee and the Collateral Agent (the "Trademark Security Agreement"), Assignee granted, mortgaged and pledged to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether then or thereafter existing or acquired by Assignee (the "Trademark Collateral"):

(a) all of its present and thereafter acquired trademarks, trade names, service marks and all other identifiers of the source or origin of any good or service ((hereafter "Marks"), whether registered or unregistered by any Governmental Authority, including those referred to in Item A of Schedule I attached hereto;

(b) any and all applications for registration and registrations of Marks by the United States Patent and Trademark Office or by any state or territory of the United States or by any foreign country or under any international treaty; and all renewals thereof;

(c) all goodwill of the business associated with any Mark;

(d) each Trademark License referred to in Item B of Schedule I attached hereto;

(e) all General Intangibles with respect to the foregoing; and

(f) to the extent not otherwise included, all Proceeds and other rights to payments not otherwise included in the foregoing and products of the foregoing and all

accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on November 16, 2004 at Reel/Frame 2976/0227.

WHEREAS, pursuant to the Order Pursuant to 11 U.S.C. §§ 105, 363, and 365, and Fed. R. Bankr. P. 2002, 6004 and 6006, (A) Approving Sale Documents, (B) Authorizing the Sale of Certain Assets Free and Clear of all Liens, Claims, Encumbrances and Interests, (C) Authorizing Purchaser to Exercise Designation Rights Over Leases and Contracts, (D) Approving Procedures Relating to the Purchaser's Exercise of Designation Rights, (E) Authorizing Store Closing Sales at Certain Locations, and (F) Granting Related Relief (the "Sale Order"), the Trademark Collateral was cleared of all liens in favor of the Collateral Agent; and

WHEREAS, pursuant to paragraph 31 of the Sale Order, Assignor is authorized and directed to execute and file releases on behalf of any person or entity having an Interest or Claim on the Assets (the foregoing capitalized terms as defined in the Sale Order) and, accordingly, Assignor has executed and delivered this Release on behalf of Collateral Agent to confirm the Collateral Agent's release of the security interest in the Trademark Collateral, which Trademark Collateral will be assigned, transferred, and granted to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Release. In accordance with the Sale Order, the Collateral Agent's security interest in the Trademark Collateral is hereby released, and Assignee is revested with full right, title, and interest in, to, and under the Trademark Collateral.

2. APPLICABLE LAW. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE ASSIGNOR HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF LIEN IN TRADEMARKS to be duly executed and delivered by its Authorized Officers as of the date above first written.

ASSIGNOR

LEVITZ FURNITURE CORPORATION
(on behalf of U.S. Bank, National Association pursuant to Paragraph 31 of the Sale Order).

By: Robert Webber Sr. V.P.
Name: Robert Webber
Title: Sr. Vice President

SCHEDULE A TO RELEASE OF LIEN IN TRADEMARKS

Country	Mark	Reg. No (App. No.)	Reg. Date (App. Date)	Status
United States	@ MY PLACE	2,484,713	9/4/2001	Registered
United States	BETTER ROOMS FOR LESS	2,386,797	9/19/2000	Registered
United States	FEEL THE LOVE	(78-239,632)	(4/18/2003)	Pending
United States	LEVITZ	969,828	10/2/1973	Registered
United States	LEVITZ COAST-TO-COAST SINCE 1910 and Design	1,043,146	7/6/1976	Registered
United States	LOVE THE WAY YOU LIVE	2,422,492	1/23/2001	Registered
United States	ROOMS FOR LESS	1,803,479	11/9/1993	Registered
United States	YOU'LL LOVE IT AT LEVITZ	2,800,130	12/20/2003	Registered
United States	CLASSIC HOUSE FURNITURE GALLERIES and Design	1,009,039	4/15/1975	Canceled
United States	CLASSIC HOUSE	1,010,853	5/13/1975	Canceled