TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		12/21/2006	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	PLVTZ, LLC
Street Address:	233 Broadway
Internal Address:	23rd Floor
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10279
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	PLVTZ Holdings II, LLC
Street Address:	623 Fifth Avenue
Internal Address:	32nd Floor
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

OP $365.00 3108587

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3108587	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
Registration Number:	2800130	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

CORRESPONDENCE DATA

Fax Number: (617)951-8736

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

Phone: 617-951-8075

Email: shannon.mcguire@bingham.com

Correspondent Name: Shannon McGuire

Address Line 1: 150 Federal Street

Address Line 2: Bingham McCutchen LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Shannon L. McGuire
Signature:	/SLMcGuire/
Date:	12/22/2006

Total Attachments: 4

source=PLVTZ Trademark Termination#page1.tif

source=PLVTZ Trademark Termination#page2.tif

source=PLVTZ Trademark Termination#page3.tif

source=PLVTZ Trademark Termination#page4.tif

TERMINATION AND RELEASE
OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Trademarks)

TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 21, 2006, by BANK OF AMERICA, N.A. ("Prior Agent"), a national banking association as administrative agent for lenders pursuant to that certain Credit Agreement, dated as of March 31, 2006 (as amended and in effect prior to the date hereof, the "Prior Credit Agreement"), in connection with that certain Intellectual Property Security Agreement, dated as of March 31, 2006 (as amended and in effect prior to the date hereof, "IP Agreement"), among PLVTZ, LLC, a Delaware limited liability company and PLVTZ HOLDINGS II, LLC, a Delaware limited liability company (each individually, "Grantor" and collectively, "Grantors"), and Prior Agent.

WHEREAS, Grantors and Prior Agent entered into the IP Agreement, which was recorded on May 5, 2006 with the United States Patent and Trademark Office at Reel 003303, Frame 0386, for the purpose of securing payment and performance of the Obligations (as defined in the Prior Credit Agreement);

WHEREAS, pursuant to the IP Agreement, Grantors granted to Prior Agent, a security interest in, and granted, assigned and conveyed to Prior Agent, by way of collateral security, such Grantor's entire right, title and interest in and to, the Trademarks and Trademark Licenses (as defined in the IP Agreement); and

WHEREAS, Prior Agent has agreed to terminate and release the IP Agreement and assign and transfer to such Grantor Prior Agent's right, title and interest in the Trademarks and Trademark Licenses as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Prior Agent hereby terminates and releases the IP Agreement, discharges all of Prior Agent's security interest in the Trademarks and Trademark Licenses and all other security interests relating to Trademarks and Trademark Licenses granted under the IP Agreement and assigns and transfers to the applicable Grantor, without representation, warranty or recourse, all of the Prior Agent's right, title and interest in and to the Trademarks and Trademark Licenses including, without limitation, the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Exhibit A attached hereto, effective as of the date set forth above.

The parties hereby acknowledge that this document shall be filed along with any other necessary documentation with the United States Patent and Trademark Office, or any applicable state trademark office, to evidence the termination and release granted herein. Prior Agent hereby agrees to deliver any further releases or termination statements as may be reasonably necessary to effect the termination and release contemplated hereby, at Grantors' expense.

BANK OF AMERICA, N.A., as Prior Agent

By: Christine Hutchinson

Name: Christine Hutchinson

Title: Vice President

Signature Page to Termination and Release of Intellectual Property Security Agreement (Trademarks)

BUSDOCS/1607328

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Massachusetts)
) ss.
COUNTY OF Middlesex)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 21 day of December, 2006, personally appeared Christine Hutchinson to me known personally, and who, being by me duly sworn, deposes and says that he/she is a Vice President of **BANK OF AMERICA, N.A.** and that said instrument was signed and sealed on behalf of said entity by authority of its governing body, and said officer acknowledged said entity by authority of its governing body, and said instrument to be the free act and deed of said entity.

Helen Longueemare
Notary Public
My Commission Expires: 4/7/2011

Signature Page to Termination and Release of Intellecutual Property Security Agreement (Trademarks)

BUSDOCS/1607328

EXHIBIT A

TRADEMARK REGISTRATIONS

Registered Owner	U.S. Service Mark/ Trademark Description	Registration or Application Number (Serial No.)	Registration or Application Date (Date Filed)
PLVTZ,LLC	"Feel the Love"	3108587	06/27/06
PLVTZ,LLC	"@ My Place"	2484713	09/04/01
PLVTZ,LLC	"Love The Way You Live"	2422492	01/23/01
PLVTZ,LLC	"Rooms For Less"	1803479	11/09/93
PLVTZ,LLC	"Better Rooms for Less"	2386797	09/19/00
PLVTZ,LLC	"Levitz Coast-to-Coast Since 1910" with oval	1043146	07/06/76
PLVTZ,LLC	"Levitz"	0969828	10/02/73
PLVTZ,LLC	"You'll love it at Levitz"	2800130	12/30/03
PLVTZ,LLC	"Seaman's Kids Furniture"	2436329	03/20/01
PLVTZ,LLC	"Seaman's"	1798293	10/12/93
PLVTZ,LLC	"See Seaman's First"	1816230	01/11/94
PLVTZ,LLC	"The Package"	1824758	03/01/94
PLVTZ,LLC	"The Sensible Way To A Beautiful Home!"	2125211	12/30/97
PLVTZ,LLC	"John M. Smyth's* Homemakers"	1922052	09/26/95
John M. Smyth Company	H and Design	42,798 (Illinois State Registration)	N/A
John M. Smyth Company	HOMEMAKERS and Design	42,797 (Illinois State Registration)	N/A
John M. Smyth Company	NOT LOW PRICED FURNITURE, BUT GOOD FURNITURE AT LOW PRICES	42,799 (Illinois State Registration)	N/A

BUSDOCS/1607328.3