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		12/21/2006	LIMITED LIABILITY COMPANY: DELAWARE
PLVTZ Holdings II, LLC		12/21/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	401 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

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

OP $365.00 78239632

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:	12/26/2006

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2006, by PLVTZ, LLC, a Delaware limited liability company (the "Borrower"), PLVTZ Holdings II, LLC, a Delaware limited liability company ("Holdings"), and each other party as shall from time to time become a party hereto (together with the Borrower and Holdings, each individually, as a "Grantor" and, collectively, as the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Agent"), in its capacity as Agent for Lenders party to the Credit Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Borrower, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower and guaranteed by Grantors;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, 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, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such 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 associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

[signature page follows]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

MarkReg. No.Date

TRADEMARK APPLICATIONS

TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement

[Please identify which Grantor holds such Trademarks, etc.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLVTZ, LLC

By: _____

Name: Kathleen M. Guinnessey

Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

ACKNOWLEDGMENT OF GRANTOR
STATE OF NEW YORK

) ss.

COUNTY OF NEW YORK

On this 20th day of December, 2006 before me personally appeared Kathleen M. Guinnessey proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PLYTZ, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its Managers and that he acknowledged said instrument to be the free act and deed of said company.

Tara Beckley

{seal}Notary Public

TARA LYNN BECKLEY
Notary Public, State of New York
No. 1BE6055338
Qualified in Kings County
Commission Expires February 26, 2007

Signature Page to Trademark Security Agreement

PLVTZ HOLDINGS II, LLC

By: PRENTICE CAPITAL
MANAGEMENT, L.P., its Manager

By: _____

Name: Michael Weiss

Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

ACKNOWLEDGMENT OF GRANTOR
STATE OF NEW YORK

) ss.

COUNTY OF NEW YORK

On this 28 day of December, 2006 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 PNT Holdings, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its Managers and that he acknowledged said instrument to be the free act and deed of said company.

Danielle Cerni

{seal}Notary Public

DANIELLE A. CERNI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CE6013239
Qualified in Nassau County
My Commission Expires October 10, 2010

Signature Page to Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____

Name: Craig Winslow
Its Duly Authorized Signatory

Signature Page to Trademark Security Agreement

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

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"	78239632	04/18/03
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"	76491523	02/21/03
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

TRADEMARK APPLICATIONS
None.

TRADEMARK LICENSES
None.

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* License granted to Heilig-Meyers and then assigned to Rhodes Furniture.