

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
A joint venture composed of HILCO MERCHANT RESOURCES, LLC, HRE HOLDINGS, LLC, TIGER CAPITAL GROUP, LLC, SB CAPITAL GROUP, LLC, PLANNED FURNITURE PROMOTIONS, INC. and KIMCO REALTY SERVICES, INC.		12/11/2007	JOINT VENTURE:

RECEIVING PARTY DATA

Name:	YA IP HOLDINGS, LLC
Street Address:	101 Hudson Street
Internal Address:	Suite 3700
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3108587	FEEL THE LOVE
Registration Number:	2484713	@ MY PLACE
Registration Number:	1803479	ROOMS FOR LESS
Registration Number:	0969828	LEVITZ
Registration Number:	2800130	YOU'LL LOVE IT AT LEVITZ
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!

CH \$265.00 3108587

Registration Number: 1922052 JOHN M. SMYTH'S HOMEMAKERS

CORRESPONDENCE DATA

Fax Number: (415)393-9887

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

Phone: 216.479.8500

Email: trademark@ssd.com

Correspondent Name: Michael K. French, Esq.

Address Line 1: Squire, Sanders & Dempsey L.L.P.

Address Line 2: 4900 Key Tower, 127 Public Square

Address Line 4: Cleveland, OHIO 44114-1304

ATTORNEY DOCKET NUMBER: 101530.1

NAME OF SUBMITTER: Michael K. French, Esq.

Signature: /Michael K. French/

Date: 01/11/2008

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Agreement**") shall be effective as of December 11, 2007 (the "**Effective Date**") by and between a joint venture formed by HILCO MERCHANT RESOURCES, LLC, an Delaware limited liability company, HRE HOLDINGS, LLC, an Delaware limited liability company, TIGER CAPITAL GROUP, LLC, an Massachusetts limited liability company, SB CAPITAL GROUP, LLC, an Delaware limited liability company, PLANNED FURNITURE PROMOTIONS, INC., a limited liability company, and KIMCO REALTY SERVICES, INC., a corporation (collectively the "**Assignor**"), and YA IP HOLDINGS, LLC, a Delaware limited liability company (the "**Assignee**").

WITNESSETH:

WHEREAS, Assignor is the owner of certain intellectual property listed in **Exhibit A**;

WHEREAS, pursuant to that certain Asset Purchase and License Agreement between Assignor and Assignee dated as of the Effective Date, Assignor has agreed to assign and has assigned to Assignee certain intellectual property, including the specific intellectual property set forth in **Exhibit A**, along with any and all goodwill relating thereto (the "**IP**"); and

WHEREAS, Assignor and Assignee have agreed to enter into this Agreement as further evidence of Assignor's assignment of its rights in and to the IP pursuant to the Asset Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** As of the Effective Date, Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors, assigns, and nominees, absolutely and in perpetuity, Assignor's entire right, title, and interest worldwide in and to the IP, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives.

2. **Further Assurances.** Assignor further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Agreement. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the IP, and to otherwise aid assignee or its successors in interest in enforcing intellectual property rights in the IP, all at the expense of Assignee or its successors in interest.

3. **Power of Attorney.** Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor's true and lawful attorneys with full power of substitution, in Assignor's name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all of the IP and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at

the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the IP, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the IP which the Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor or by dissolution of the Assignor or in any manner or for any reason whatsoever.

4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but of all which together shall constitute one instrument.

[remainder of page intentionally left blank]

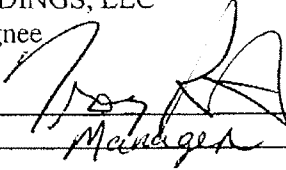
IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date written below.

YA IP HOLDINGS, LLC

As the Assignee

By: _____

Title: _____



Manager

HILCO MERCHANT RESOURCES, LLC

For the Assignor

By: _____

Title: _____

HRE HOLDINGS, LLC

For the Assignor

By: _____

Title: _____

TIGER CAPITAL GROUP, LLC

For the Assignor

By: _____

Title: _____

SB CAPITAL GROUP, LLC

For the Assignor

By: _____

Title: _____

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Execution Version

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date written below.


YA IP HOLDINGS, LLC
As the Assignee

By: _____
Title: _____

HILCO MERCHANT RESOURCES, LLC
For the Assignor

By: 
Title: VP, Assistant General Counsel, Member

HRE HOLDINGS, LLC
For the Assignor

By: 
Title: VP, Assistant General Counsel, Member

TIGER CAPITAL GROUP, LLC
For the Assignor

By: _____
Title: _____

SB CAPITAL GROUP, LLC
For the Assignor

By: _____
Title: _____

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Execution Version

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date written below.

YA IP HOLDINGS, LLC
As the Assignee

By: _____
Title: _____

HILCO MERCHANT RESOURCES, LLC
For the Assignor

By: _____
Title: _____

HRE HOLDINGS, LLC
For the Assignor

By: _____
Title: _____

TIGER CAPITAL GROUP, LLC
For the Assignor

By: David McLean
Title: managing member

SB CAPITAL GROUP, LLC
For the Assignor

By: _____
Title: _____

signatures continued on next page

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date written below.

YA IP HOLDINGS, LLC
As the Assignee

By: _____
Title: _____

HILCO MERCHANT RESOURCES, LLC
For the Assignor

By: _____
Title: _____

HRE HOLDINGS, LLC
For the Assignor

By: _____
Title: _____

TIGER CAPITAL GROUP, LLC
For the Assignor

By: _____
Title: _____

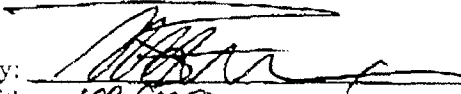
SB CAPITAL GROUP, LLC
For the Assignor

By: *Manasij Orrecho*
Title: *Manasij Orrecho*

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Execution Version

PLANNED FURNITURE PROMOTIONS, INC.
For the Assignor

By: 
Title: VP SALES

KIMCO REALTY SERVICES, INC.
For the Assignor

By: _____
Title: _____

Execution Version

PLANNED FURNITURE PROMOTIONS, INC.
For the Assignor

By: _____
Title: _____

KIMCO REALTY SERVICES, INC.
For the Assignor

By: Raymond Edwards
Title: Vice President

PLVTZ, INC.

INTELLECTUAL PROPERTY

Trademarks

Registered Owner	U.S. Service Mark/ Trademark Description	Registration or Application Number (Serial No.)	Registration or Application Date (Date Filed)	Expiration Date
PLVTZ,LLC	"Feel the Love"	78239632	04/18/03	06/27/2012
PLVTZ,LLC	"@ My Place"	2484713	09/04/01	09/04/2007
PLVTZ,LLC	"Rooms For Less"	1803479	11/09/93	11/09/2013
PLVTZ,LLC	"Levitz"	0969828	10/02/73	02/21/2016
PLVTZ,LLC	"You'll love it at Levitz"	76491523	02/21/03	12/30/2009
PLVTZ,LLC	"Seaman's"	1798293	10/12/93	10/12/2014
PLVTZ,LLC	"See Seaman's First"	1816230	01/11/94	01/11/2014
PLVTZ,LLC	"The Package"	1824758	03/01/94	03/01/2014
PLVTZ,LLC	"The Sensible Way To A Beautiful Home!"	2125211	12/30/97	12/30/07
PLVTZ,LLC	"John M. Smyth's Homemakers"	1922052	09/26/95	09/26/2015