

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Consent & Second Amendment to Credit Agreement & Confirmation of Security Interest (relevant provisions)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PLVTZ, Inc.		07/06/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	401 Merritt 7
City:	Norfolk
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
Registration Number:	2125211	THE SENSIBLE WAY TO A BEAUTIFUL HOME!
Registration Number:	1922052	JOHN M. SMYTH'S HOMEMAKERS

OP \$365.00 78239632

TRADEMARK

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8000
Email: jennifer.kagan@bingham.com
Correspondent Name: Jennifer Kagan
Address Line 1: Bingham McCutchen LLP
Address Line 2: 150 Federal Street
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	0000323157
NAME OF SUBMITTER:	Jennifer Kagan
Signature:	/jenniferkagan/
Date:	10/26/2007

Total Attachments: 11
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CONSENT AND SECOND AMENDMENT TO CREDIT AGREEMENT

This **CONSENT AND SECOND AMENDMENT TO CREDIT AGREEMENT**, dated as of July 6, 2007 (this "Amendment"), is by and among **PLVTZ, INC.** (as successor to PLVTZ, LLC, the "Borrower", sometimes also referred to herein as PLVTZ, Inc.), each Lender (as hereinafter defined) party hereto, **GENERAL ELECTRIC CAPITAL CORPORATION**, as agent (in such capacity, the "Agent") for itself and the other Lenders and GE Capital Financial Inc., as L/C Issuer, and acknowledged by PLVTZ Holdings II, LLC ("Holdings") and amends that certain Credit Agreement, dated as of December 21, 2006 (as amended and in effect from time to time, the "Credit Agreement"), among the Borrower, the other Credit Parties signatory to the Credit Agreement, each lender (collectively, the "Lenders" and individually, a "Lender"), the Agent, and the L/C Issuer. Terms not otherwise defined herein which are defined in the Credit Agreement shall have the same respective meanings herein as therein.

WITNESSETH

WHEREAS, PLVTZ, LLC ("LLC"), as predecessor of PLVTZ, Inc. desires to (a) amend its Organizational Documents in connection with the creation of PLVTZ, Inc., a Delaware corporation pursuant to that certain Certificate of Incorporation certified by the Secretary of State of the State of Delaware (the "Certificate") and (b) contemporaneously with the creation of PLVTZ, Inc. (i) merge the LLC into PLVTZ, Inc. (the "Borrower Conversion") and (ii) have each member of the LLC exchange its limited liability company membership interests into shares of Stock of PLVTZ, Inc. pursuant to the terms of that certain Securities Purchase Agreement, dated as of July 6, 2007, by and among PLVTZ, Inc. and the other persons signatory thereto as holders (the "Securities Purchase Agreement") and together with the Certificate and all other documents, agreements, instruments and certificates executed in connection therewith, collectively, the "Conversion Documents");

WHEREAS, pursuant to the terms of that certain Securities Purchase Agreement, dated as of August 8, 2007 (the "YA SPA", together with all other documents, agreements, instruments and certificates executed in connection therewith, including the convertible debentures referenced below, collectively, the "Convertible Debt Documents"), the Borrower desires to issue and sell to YA Global Investments, L.P., and any other buyer listed on Schedule 1 to the YA SPA (collectively, the "Subordinated Creditor"), up to \$22,000,000 of secured convertible debentures which shall be convertible into shares of common stock of the Borrower and warrants to acquire up to an additional 770 shares of common stock of the Borrower;

WHEREAS, as a result of the foregoing, the Agent, the Subordinated Creditor and the Borrower shall enter into that certain Subordination Agreement, dated as of August 8, 2007 (as amended, restated or otherwise modified and in effect from time to time, the "Subordination Agreement");

WHEREAS, the LLC and the Borrower have requested that the Agent and the Lenders consent to the Borrower Conversion and the entering into by the Borrower of the Convertible Debt Documents and agree to amend certain of the terms and provisions of the Credit Agreement, as specifically set forth in this Amendment; and

WHEREAS, the Lenders and the Agent have agreed to consent to the Borrower Conversion and the entering into by the Borrower of the Convertible Debt Documents and to modify certain provisions of the Credit Agreement in accordance with the terms hereof;

NOW THEREFORE, in consideration of the mutual agreements contained in the Credit Agreement and herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENTS

§1. **Consent.** Pursuant to Section 6.9 of the Credit Agreement, the Credit Parties may not amend or modify their Organizational Documents. Notwithstanding the foregoing and subject to the satisfaction of the applicable conditions to effectiveness and the covenants set forth herein below, the Agent and the Lenders hereby consent and agree to the Borrower Conversion and to the modifications to the Credit Parties' Organizational Documents necessary to effect the Borrower Conversion. In addition and in connection with the Borrower Conversion, the Agent and the Lenders agree that the pledge by Holdings of its Stock in the Borrower shall be limited to 4,291 shares of common Stock of the Borrower.

§2. **Assignment and Assumption and Delegation to PLVTZ, Inc.** Effective immediately following the consummation of the Borrower Conversion, and without any further action by or on behalf of any of the parties hereto or any other Person, PLVTZ, Inc. hereby irrevocably and unconditionally (a) assumes and agrees punctually to pay, perform and discharge when due each of the Obligations and each and every debt, covenant and agreement incurred, made or to be paid, performed or discharged by the LLC under the Loan Documents, (b) agrees to be bound by all of the terms, provisions and conditions of the Loan Documents applicable to the LLC, (c) agrees that it will be responsible for and deemed to have made all of the representations and warranties of the LLC, whenever made or deemed to have been made, in the case of each of the foregoing clauses, with the same force and effect as if PLVTZ, Inc. were the original "Borrower" thereunder, (d) ratifies that by operation of law by virtue of the Borrower Conversion it has succeeded to all rights and obligations of the LLC, and (e) grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of Lenders, a Lien upon all of its right, title and interest in, to and under all of its Collateral, whether now owned by or owing to, or hereafter acquired by or arising in favor of PLVTZ, Inc. (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, PLVTZ, Inc., and regardless of where located. Upon the effectiveness of the assumptions provided for above, PLVTZ, Inc. will be the Borrower for all purposes of the Credit Agreement and the other Loan Documents and any instrument, certificate, or other document delivered in connection with the Loan Documents and it may exercise every right and power of the Borrower under the Credit Agreement and the other Loan Documents with the same force and effect as if such Person were the original "Borrower" thereunder.

[REDACTED]

[REDACTED]

[REDACTED]

(a) This Amendment and each of the applicable Sections of this Amendment relating solely to the Borrower Conversion, including Sections 1, 2, 3(e)(i), 3(g)(i), 3(g)(v) and 3(i) of this Amendment shall become effective as of July 6, 2007 upon the Agent's receipt of (i) a fully-executed Amendment signed by the Borrower, the Agent, and the Lenders and acknowledged by Holdings and (ii) duly executed copies, certified by an officer of Borrower of each of the Conversion Documents, each of which shall be in form and substance reasonably satisfactory to Agent, in its sole discretion; and

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

§7. **Representations and Warranties.** The Borrower hereby represents and warrants to the Agent and the Lenders as follows:

(a) **Representations and Warranties in the Credit Agreement.** The representations and warranties of the Borrower contained in the Credit Agreement were true and correct in all material respects as of the date when made and continue to be true and correct in all material respects on the date hereof, except to the extent of changes resulting from transactions or events contemplated or permitted by the Credit Agreement or this Amendment or to the extent that such representations and warranties relate expressly to an earlier date.

(b) **Ratification, Etc.** Except as expressly amended or waived hereby, the Credit Agreement, the other Loan Documents and all documents, instruments and agreements related thereto, are hereby ratified and confirmed in all respects and shall continue in full force and effect. The Credit Agreement, together with this Amendment, shall be read and construed as a single agreement. All references in the Loan Documents to the Credit Agreement or any other Loan Document shall hereafter refer to the Credit Agreement or any other Loan Document as amended hereby.

(c) **Authority, Etc.** The execution and delivery by the Borrower of this Amendment and the performance by the Borrower of all of its agreements and obligations under the Credit Agreement and the other Loan Documents as amended hereby are within the corporate authority of the Borrower and have been duly authorized by all necessary corporate action on the part of the Borrower.

(d) **Enforceability of Obligations.** This Amendment, the Credit Agreement, as amended hereby, and the other Loan Documents constitute the legal, valid and binding obligation of each of the Credit Parties that is a party thereto, enforceable against each of the Credit Parties that is a party thereto in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(e) **No Default.** No Default or Event of Default has occurred and is continuing.

(f) **Event of Default.** By its signature below, the Borrower agrees that it shall constitute an Event of Default if any representation or warranty made herein should be false or misleading in any material respect when made.

§8. **No Other Amendments.** Except as expressly provided in this Amendment, all of the terms and conditions of the Credit Agreement and the other Loan Documents remain in full force and effect. Nothing contained in this Amendment shall in any way prejudice, impair or effect any rights or remedies of the Agent, any Lender or the Borrower under the Credit Agreement or the other Loan Documents. This Amendment shall constitute a Loan Document.

§9. **Execution in Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one instrument.

§10. **Expenses.** Pursuant to Section 11.3 of the Credit Agreement, all reasonable, out of pocket fees, costs and expenses incurred or sustained by the Agent in connection with this Amendment, including the reasonable fees and disbursements of legal counsel for the Agent in producing, reproducing and negotiating the Amendment, will be for the account of the Borrower whether or not this Amendment is consummated.

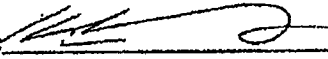
§11. **Miscellaneous.** **THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.** The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

Borrower:

PLVTZ, Inc. (as successor to PLVTZ, LLC from and after the date of the Borrower Conversion)

By: 

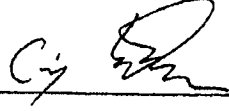
Name: Kathleen Guinnessy

Title: Chief Financial Officer

Signature Page to Second Amendment

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**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent and a Lender**

By: 
Name: _____
Title: Its Duly Authorized Signatory

Signature Page to Second Amendment

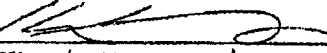
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RATIFICATION OF GUARANTY

The undersigned Guarantor hereby (a) acknowledges and consents to the foregoing Amendment and the Borrower's execution thereof; (b) ratifies and confirms all of its obligations and liabilities under the Loan Documents to which it is a party and ratifies and confirms that such obligations and liabilities extend to and continue in effect with respect to, and continue to guarantee and secure, as applicable, the Obligations of the Borrower under the Credit Agreement; (c) acknowledges and confirms that the liens and security interests granted pursuant to the Loan Documents are and continue to be valid and perfected first priority liens and security interests (subject only to Permitted Encumbrances) that secure all of the Obligations on and after the date hereof; (d) acknowledges and agrees that Guarantor does not have any claim or cause of action against the Agent or any Lender (or any of its respective directors, officers, employees, attorneys or agents); and (e) acknowledges, affirms and agrees that Guarantor does not have any defense, claim, cause of action, counterclaim, offset or right of recoupment of any kind or nature against any of their respective obligations, indebtedness or liabilities to the Agent or any Lender.

Guarantor:

PLYTZ HOLDINGS II, LLC

By: 
Name: Kathleen Guinnesssey
Title: Chief Financial Officer

Signature Page to Second Amendment

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Exhibit A

Disclosure Schedule 3.18(a) - Deposit and Disbursement Accounts

Levitz Furniture

Existing Bank Accounts as of July 06, 2007

Schedule 3.18(a)