

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
TVI, INC.		12/05/2006	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE, New York Agency		
Street Address:	425 Lexington Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2107170	SAVERS	
Serial Number:	78885677	RESTYLE	
Serial Number:	78936142	THE ULTIMATE TREASURE HUNT	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038265-0021		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kristinazcona/		

OP \$90.00 2107170

Date:

12/20/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of DECEMBER 5, 2006 (as amended, restated or otherwise modified, this "Trademark Security Agreement"), between TVI, INC., a Washington corporation (the "U.S. Borrower" and "Grantor"), and CANADIAN IMPERIAL BANK OF COMMERCE, New York Agency ("CIBC"), in its capacity as U.S. collateral agent and Canadian collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the U.S. Borrower entered into that certain Credit Agreement, dated as of August 11, 2006 (as amended, modified or supplemented from time to time, the "Credit Agreement"), among the U.S. Borrower, the banks and other financial institutions from time to time signatories thereto (collectively, the "Lenders"), Freeport Financial LLC, as syndication agent, Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as documentation agent, the Collateral Agent and CIBC, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"); and

WHEREAS, in connection therewith, the Grantor entered into that certain Guarantee and Collateral Agreement dated as of August 11, 2006 (the "Guarantee and Collateral Agreement") among the Grantor, and the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent and the Lenders (collectively, the "Secured Parties") to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a 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 United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and

symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, under the Guarantee and Collateral Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the 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.

TVI, INC.

By: _____

Name: *DANIEL J. GORSKI*

Title: *SECRETARY / TREASURER*

Accepted and Agreed:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Collateral Agent

By:  _____

Name:

Title:

BRAND S. GELSON

Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademark Applications

U.S. Federal Trademark Applications		
Trademark	Serial No.	Filing Date
RESTYLE	78/885677	May 17, 2004
THE ULTIMATE TREASURE HUNT	78/936142	July 24, 2006

U.S. Trademark Registrations

U.S. Federal Trademark Registrations		
Trademark	Reg. No.	Reg. Date
SAVERS	2107170	October 28, 1996