

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																											
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST																											
<b>CONVEYING PARTY DATA</b>																												
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<b>CORRESPONDENCE DATA</b>																												
Fax Number:	(212)455-2502																											
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																												
Phone:	(212) 455-7976																											
Email:	ksolomon@stblaw.com																											
Correspondent Name:	Mindy M. Lok, Esq.																											
Address Line 1:	Simpson Thacher & Bartlett LLP																											

OP \$215.00 3337369

**900157954**

**TRADEMARK**  
**REEL: 004173 FRAME: 0380**

Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/1483

NAME OF SUBMITTER: Mindy M. Lok

Signature: /ml/

Date: 03/24/2010

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 11, 2010 is entered into between TVI, INC., a Washington corporation, (the "Grantor") and JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties (the "Collateral Agent").

Capitalized terms not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement, dated as of March 11, 2010, among the Grantor, each other grantor from time to time party thereto, and the Collateral Agent (the "Guarantee and Collateral Agreement").

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor is granting a security interest to the Secured Parties in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A (the "Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

(i) Grant of Security Interest

(a) The Grantor hereby grants to the Collateral Agent, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Guarantee and Collateral Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent under the Guarantee and Collateral Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Guarantee and Collateral Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

**THIS 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.**

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and Grantor and their respective successors and assigns. No Grantor shall, without the prior written consent of the Collateral Agent given in accordance with the Guarantee and Collateral Agreement, assign any right, duty or obligation hereunder.

(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

TVI, INC., as Grantor

By: Robert C. Hoglund

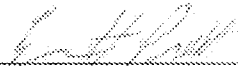
Name: Bob Hoglund

Title: Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004173 FRAME: 0384**

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By:   
Name: Eric Pratt  
Title: Vice President

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

U.S. REGISTERED TRADEMARKS

<u>MARK</u>	<u>SER. NO.</u>	<u>APP. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>OWNER</u>
COSTUMEOLGY	78/927,113	07/11/2006	3,337,369	11/13/2007	TVI, Inc.
THE ULTIMATE TREASURE HUNT	78/936,142	07/24/2006	3,244,929	05/22/2007	TVI, Inc.
RESTYLE STORE	78/885,677	05/17/2006	3,293,933	09/18/2007	TVI, Inc.
SAVERS	75/188,180	10/28/1996	2,107,170	10/21/1997	TVI, Inc.

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SER. NO.</u>	<u>APP. DATE</u>	<u>OWNER</u>
GOOD DEEDS. GREAT DEALS.	77/932002	02/09/2010	TVI, Inc.
REDECORATE	78/936,420	07/24/2006	TVI, Inc.
REFRESH	78/936,254	07/24/2006	TVI, Inc.
REINVENT	78/936,340	07/24/2006	TVI, Inc.