

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TVI, Inc.		03/04/2011	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3881779	SAVERS GOOD DEEDS. GREAT DEALS.	
Serial Number:	85001158	ALTEREGO	
CORRESPONDENCE DATA			
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		
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/		

OP \$65.00 3881779

900185595

TRADEMARK
 REEL: 004491 FRAME: 0424

Date:

03/04/2011

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 4, 2011 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 all 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.

By: *Robert C. Hoggund*
Name: *ROBERT C. HOGGUND*
Title: *SECRETARY / TREASURER*

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

By: _____

Name: Barry K. Bergman

Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004491 FRAME: 0429

TRADEMARK SECURITY AGREEMENT

U.S. REGISTERED TRADEMARKS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>OWNER</u>
SAVERS GOOD DEEDS. GREAT DEALS.	3,881,779	11/23/10	TVI, Inc.

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SER. NO.</u>	<u>APP. DATE</u>	<u>OWNER</u>
ALTEREGO	85/011,158	3/29/10	TVI, Inc.

CANADIAN REGISTERED TRADEMARKS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>OWNER</u>
VILLAGE DES VALEURS- BONNES ACTIONS. EXCELLENTE AUBAINES.	TMA785098	12/15/10	TVI, Inc.
BONNES ACTIONS. EXCELLENTE AUBAINES.	TMA785097	12/15/10	TVI, Inc.
VALUE VILLAGE - GOOD DEEDS. GREAT DEALS.	TMA785096	02/02/10	TVI, Inc.
GOOD DEEDS. GREAT DEALS.	TMA785095	12/15/10	TVI, Inc.
VILLAGE DES VALEURS	TMA568349	10/1/02	TVI, Inc.
VALUE VILLAGE	TMA559983	4/5/02	TVI, Inc.
VALUE VILLAGE	TMA149519	2/24/67	TVI, Inc.
THRIFT VILLAGE	TMA523443	2/21/00	TVI, Inc.

CANADIAN TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APP. NO.</u>	<u>APP. DATE</u>	<u>OWNER</u>
SAVERS	1268082	8/4/05	TVI, Inc.