

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights at Reel/Frame No. 4173/0380

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		07/09/2012	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	TVI, Inc.
Street Address:	11400 S.E. 6th Street, Suite 220
City:	Bellevue
State/Country:	WASHINGTON
Postal Code:	98004
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78927113	COSTUMEOLGY
Serial Number:	78936142	THE ULTIMATE TREASURE HUNT
Serial Number:	78885677	RESTYLE STORE
Serial Number:	75188180	SAVERS
Serial Number:	78936420	REDECORATE
Serial Number:	78936254	REFRESH
Serial Number:	78936340	REINVENT
Serial Number:	77932002	GOOD DEEDS. GREAT DEALS.

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: ipdocket@lw.com

OP \$215.00 78927113

Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	034810-0171
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	07/09/2012

Total Attachments: 4
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement") is dated as of July 9, 2012, from JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Agent"), to TVI, INC. (the "Borrower").

WITNESSETH:

WHEREAS, the Borrower executed and delivered a Guarantee and Collateral Agreement, dated as of March 11, 2010, in favor of the Agent (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the lenders and the other secured parties referred to therein (collectively, the "Secured Parties") a security interest in all Intellectual Property, including the Trademarks;

WHEREAS, the Borrower and Agent entered into that certain Trademark Security Agreement, dated as of March 11, 2010 (as amended, supplemented or otherwise modified from time to time, the "First Trademark Security Agreement") and that certain Trademark Security Agreement, dated as of March 4, 2011 (as amended, supplemented or otherwise modified from time to time, the "Second Trademark Security Agreement", and together with the First Trademark Security Agreement, the "Trademark Security Agreements") pursuant to which the Borrower pledged and granted a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance, and observance of the Obligations (the "Security Interest"); and

WHEREAS, the First Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 24, 2010, at Reel 4173 and Frame 380 and the Second Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 4, 2011, at Reel 4491 and Frame 424;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all Obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Guarantee and Collateral Agreement and the Trademark Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Agent hereby states as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks, and any right, title or interest of the Agent in such Trademarks shall hereby cease and become void.

3. Authorization to File. The Agent hereby authorizes the Borrower or the Borrower's authorized representative to (i) file this Agreement with the United States Patent and Trademark Office and (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of the Security Interest.

4. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

5. 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.

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IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

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


By: _____
Name: Sarah L. Freedman
Title: Executive Director

Schedule A
U.S. Trademarks and Trademark Applications

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.
SAVERS GOOD DEEDS. GREAT DEALS.	85/001,141	03/29/2010	3,881,779	11/23/2010	TVI, Inc.

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SER. NO.</u>	<u>APP. DATE</u>	<u>OWNER</u>
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.
GOOD DEEDS. GREAT DEALS.	77/932002	02/09/2010	TVI, Inc.
ALTEREGO	85/011,158	3/29/2010	TVI, Inc.