

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SAVERS, LLC		10/03/2012	LIMITED LIABILITY COMPANY: WASHINGTON
TVI, INC.		10/03/2012	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS LENDING PARTNERS LLC, AS COLLATERAL AGENT
Street Address:	30 Hudson Street
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2107170	SAVERS
Registration Number:	3244929	THE ULTIMATE TREASURE HUNT
Registration Number:	3293933	RESTYLE STORE
Registration Number:	3337369	COSTUMEOLGY
Registration Number:	3881573	GOOD DEEDS. GREAT DEALS.
Registration Number:	3881779	SAVERS GOOD DEEDS. GREAT DEALS.
Registration Number:	3946353	ALTEREGO
Serial Number:	85261372	SUPER SAVERS CLUB CARD
Serial Number:	85616142	SAVERS THRIFT SUPERSTORE
Serial Number:	85618881	RECYCLE, REUSE, RESTYLE

CORRESPONDENCE DATA

Fax Number: 2128225096

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

Phone: 2125305000  
Email: nbrowand@milbank.com  
Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP  
Address Line 1: One Chase Manhattan Plaza  
Address Line 2: Attn: Nathaniel T. Browand  
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	30045.42300
NAME OF SUBMITTER:	Nathaniel T. Browand
Signature:	/Nathaniel T. Browand/
Date:	10/04/2012

**Total Attachments: 8**

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**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”) dated as of October 3, 2012, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of GOLDMAN SACHS LENDING PARTNERS LLC, as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Amended and Restated Credit Agreement, dated as of October 3, 2012 (as the same may be further amended, restated, modified or supplemented from time to time, the “**Credit Agreement**”), among TVI, Inc., a Washington corporation (“**TVI**”), Unique Thrift LLC, a Delaware limited liability company (“**Unique**”), and Evergreen AcqCo 1 LP, a Delaware limited partnership (the “**Parent Borrower**” and together with TVI and Unique, the “**Borrowers**”), S-Evergreen Holding Corp., a Washington corporation (“**TopCo**”), and Evergreen AcqCo GP LLC, a Delaware limited liability company (“**Evergreen GP**” and, together with TopCo, “**Holdings**”), the Lenders party thereto from time to time, Goldman Sachs Lending Partners LLC, as administrative agent (in such capacity, including any successor thereto, the “**Administrative Agent**”) and the other agents and arrangers party thereto, (ii) each Secured Hedge Agreement, and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Reference is also made to that certain Trademark Security Agreement, dated as of July 9, 2012 (as amended, restated, modified or supplemented prior to the date hereof, the “**Existing Trademark Security Agreement**”) among the Grantors and the Collateral Agent, which Existing Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 9, 2012 at Reel 004817 and Frame 0151.

The Grantors are entering into an Amended and Restated Guaranty, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty**”) pursuant to which the Guarantors will guarantee the Obligations.

The Grantors are also entering into this Trademark Security Agreement in order to induce the Lenders to enter into and extend credit to the Borrowers under the Credit Agreement. Furthermore, each Grantor party to the Existing Trademark Security Agreement wishes to affirm its obligations under the terms of the Existing Trademark Security Agreement and wishes to amend and restate the terms of the Existing Trademark Security Agreement.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement

dated as of July 9, 2012, among the grantors party thereto and the Collateral Agent (as amended, restated, modified or supplemented from time to time, the “**Security Agreement**”) and that certain Reaffirmation Agreement dated as of the date hereof among the grantors party thereto and the Collateral Agent (the “**Reaffirmation Agreement**”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other assets and property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute the Existing Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

Whereas, under the terms of the Reaffirmation Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other assets and property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, 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 Trademarks, including the Trademarks set forth on Schedule A attached hereto; provided that, in no event shall any security interest be granted in any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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 agreement. Delivery of an executed signature page to this Trademark Security Agreement by

facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATION WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 8. Reaffirmation. Each Grantor reaffirms the security interest granted under the terms and conditions of the Existing Trademark Security Agreement and agrees that such security interest remains in full force and effect and is hereby ratified, reaffirmed and confirmed. Each Grantor acknowledges and agrees with the Collateral Agent that the Existing Trademark Security Agreement is amended and restated pursuant to the terms hereof.

SECTION 9. Amendment and Restatement. This Trademark Security Agreement amends and restates the Existing Trademark Security Agreement; provided that nothing contained in this Trademark Security Agreement shall limit or affect the security interests heretofore granted, pledged and/or assigned to the Collateral Agent under the Existing Trademark Security Agreement, which security interests are hereby ratified, reaffirmed and continued.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

SAVERS, LLC, as Grantor

By: Robert C. Hoglund  
Name: ROBERT C. HOGGLUND  
Title: VICE PRESIDENT AND  
CHIEF FINANCIAL OFFICER

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
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TVI, INC., as Grantor

By: Robert C. Hoelund  
Name: ROBERT C. HOELUND  
Title: SECRETARY / TREASURER

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY  
AGREEMENT]

TRADEMARK  
REEL: 004874 FRAME: 0839

**GOLDMAN SACHS LENDING PARTNERS  
LLC, as Collateral Agent**

By:   
Authorized Signatory

**Gabriel Jacobson  
Authorized Signatory**

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY  
AGREEMENT]

**TRADEMARK  
REEL: 004874 FRAME: 0840**



SCHEDULE A TO  
TRADEMARK SECURITY AGREEMENT

**TRADEMARKS**

<b>GRANTOR</b>	<b>MARK</b>	<b>SERIAL/ REGISTRATION NUMBER</b>	<b>APPLICATION/ REGISTRATION DATE</b>	<b>JURISDICTION</b>
TVI, Inc.	BONNES ACTIONS. EXCELLENTE AUBAINES.	TMA785097	12/15/2010	Canada
TVI, Inc.	GOOD DEEDS. GREAT DEALS.	TMA785095	12/15/2010	Canada
TVI, Inc.	SAVERS	TMA800185	6/17/2011	Canada
TVI, Inc.	THRIFT VILLAGE	TMA523443	2/21/2000	Canada
TVI, Inc.	VALUE VILLAGE	TMA149519	2/24/1967	Canada
TVI, Inc.	VALUE VILLAGE	TMA559983	4/5/2002	Canada
TVI, Inc.	VALUE VILLAGE - GOOD DEEDS. GREAT DEALS.	TMA785096	12/15/2010	Canada
TVI, Inc.	VILLAGE DES VALUERS	TMA568349	10/1/2002	Canada
TVI, Inc.	VILLAGE DES VALUERS - BONNES ACTIONS. EXCELLENTE AUBAINES.	TMA785098	12/15/2010	Canada
Savers, Inc.	SAVERS	716504	9/3/1996	Australia
Savers, Inc.	VALUE VILLAGE	1034008	12/10/1994	Australia
TVI, Inc.	SAVERS	2107170	10/21/1997	United States
TVI, Inc.	THE ULTIMATE TREASURE HUNT	3244929	5/22/2007	United States
TVI, Inc.	RESTYLE STORE	3293933	9/18/2007	United States
TVI, Inc.	COSTUMEOLGY	3337369	11/13/2007	United States

Schedule A to the Trademark Security Agreement

SCHEDULE A

GRANTOR	MARK	SERIAL / REGISTRATION NUMBER	APPLICATION/ REGISTRATION DATE	JURISDICTION
TVI, Inc.	GOOD DEEDS. GREAT DEALS.	3881573	11/23/2010	United States
TVI, Inc.	SAVERS GOOD DEEDS. GREAT DEALS.	3881779	11/23/2010	United States
TVI, Inc.	ALTEREGO	3946353	4/12/2011	United States
TVI, Inc.	SUPER SAVERS CLUB CARD	85/261372 (Application no)	3/8/2011 (Filing date)	United States
TVI, Inc.	SAVERS THRIFT SUPERSTORE	85/616142 (Application no)	5/3/2012 (Filing date)	United States
TVI, Inc.	RECYCLE, REUSE, RESTYLE	85/618881 (Application no)	5/7/2012 (Filing date)	United States
TVI, Inc.	SAVERS-THE THRIFT DEPARTMENT STORE	81069	6/14/1998	Arizona Secretary of State
TVI, Inc.	SAVERS	TK09101402	10/14/2009	New Mexico Secretary of State
TVI, Inc.	SAVER	10893900	1/30/1996	North Dakota Secretary of State

Schedule A to the Trademark Security Agreement

SCHEDULE A

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RECORDED: 10/04/2012

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