

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
NANDORF, INC.		11/08/2012	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS LENDING PARTNERS LLC		
Street Address:	30 Hudson Street		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3918819	UNIQUE THRIFT STORE	
Registration Number:	4063976	SPREE	
Registration Number:	4063975	SPREE LOOK GOOD. DO GOOD.	
Registration Number:	3942864	UNIQUE	
CORRESPONDENCE DATA			
Fax Number:	2128225096		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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		

CH \$115.00 3918819

Signature:	/Nathaniel T. Browand/
Date:	11/09/2012
Total Attachments: 6 source=Savers - Supplement to Trademark Agreement#page1.tif source=Savers - Supplement to Trademark Agreement#page2.tif source=Savers - Supplement to Trademark Agreement#page3.tif source=Savers - Supplement to Trademark Agreement#page4.tif source=Savers - Supplement to Trademark Agreement#page5.tif source=Savers - Supplement to Trademark Agreement#page6.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
SUPPLEMENT

This SUPPLEMENT NO. 1 dated as of November 8, 2012 (this “**Supplement**”) to the AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, the “**Trademark Security Agreement**”) dated as of October 3, 2012, is made by Nandorf, Inc., a Washington corporation (the “**Grantor**”) 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), which Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 4, 2012 at Reel 004874 and Frame 0833.

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.

Whereas, as a condition to the Lenders’ continuing 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, the Grantor is entering into that certain (i) Supplement No. 1 to the Security Agreement dated as of the date hereof, among the Grantor and the Collateral Agent (as amended, restated, modified or supplemented from time to time, the “**Security Agreement Supplement**”) and (ii) Supplement No. 1 to the Amended and Restated Guaranty, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty Supplement**”), pursuant to which the Grantor, as Guarantor, will guarantee the Obligations.

Whereas, under the terms of the Security Agreement Supplement and that certain Security Agreement dated as of July 9, 2012 (as reaffirmed and amended pursuant to the Reaffirmation Agreement dated as of October 3, 2012 among the Borrowers, Holdings, the Subsidiary Guarantors set forth on Schedule I thereto and the Collateral Agent, as may be further amended, restated, modified or supplemented from time to time, the “**Security Agreement**”), among the Borrowers, Holdings, the Subsidiary Guarantors set forth on Schedule I thereto and

the Collateral Agent, the Grantor has 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 Grantor, and has agreed as a condition thereof to execute this Supplement 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, the 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. The Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a security interest in all of the 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 the Grantor under this Supplement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Supplement.

SECTION 5. Execution in Counterparts. This Supplement 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 Supplement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 6. Security Agreement. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS SUPPLEMENT 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).

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Supplement No. 1 to the Amended and Restated Trademark Security Agreement as of the date first above written.

NANDORF, INC., as Grantor

By: 

Name: Kenneth Alterman
Title: President

GOLDMAN SACHS LENDING PARTNERS
LLC, as Collateral Agent

By: _____

Authorized Signatory

IN WITNESS WHEREOF, the undersigned have executed this Supplement No. 1 to the Amended and Restated Trademark Security Agreement as of the date first above written.

NANDORF, INC., as Grantor

By: _____
Name: Kenneth Alterman
Title: President

GOLDMAN SACHS LENDING PARTNERS
LLC, as Collateral Agent

By:  _____
Authorized Signatory

Gabriel Jacobson
Authorized Signatory

SCHEDULE A

<u>MARK</u>	<u>SERIAL/REG. NO.</u>	<u>APP./REG. DATE</u>
Unique Thrift Store	3918819	February 15, 2011
Spree	4063976	November 29, 2011
Spree Look Good Do Good	4063975	November 29, 2011
Unique	3942864	April 12, 2011