

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
ATS OPERATING, LLC		12/21/2012	LIMITED LIABILITY COMPANY: ALABAMA
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK		
Street Address:	222 South Riverside Plaza, 30th Floor		
Internal Address:	Attn: Dmitry Yeliseev		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3344209	ALABAMA THRIFT STORE	
Registration Number:	2648669	AMERICA'S THRIFT STORE	
Registration Number:	2046723	AMERICA'S THRIFT STORE	
Serial Number:	74431748	AMERICA'S THRIFT STORES OF GEORGIA, INC.	
Registration Number:	1646431		
Registration Number:	3264774	WHERE EVERY PURCHASE HELPS OTHERS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-701-8944		
Email:	ptierney@mayerbrown.com, ejpalmer@mayerbrown.com, ipdocket@mayerbrown.com		
Correspondent Name:	Patrick Tierney		

CH \$165.00 3344209

Address Line 1: PO Box 2828
Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	12417184
NAME OF SUBMITTER:	Patrick Tierney
Signature:	/PT/
Date:	01/09/2013

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of December 21, 2012 (this "Agreement") is made between ATS OPERATING, LLC, an Alabama limited liability company (the "Company"), and FIFTH THIRD BANK, as Agent (in such capacity, the "Agent") under the Credit Agreement defined below.

W I T N E S S E T H :

WHEREAS, the Company is party to the Revolving Credit, Term Loan and Security Agreement, dated as of December 21, 2012 (herein, as the same may be amended or restated from time to time, the "Credit Agreement"), with, among other parties, the Agent; and

WHEREAS, pursuant to the Credit Agreement, the Company has granted a security interest in substantially all of its personal property to secure, *inter alia*, its obligations under the Credit Agreement;

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the respective meanings set forth in the Credit Agreement.

SECTION 2. Grant of Security Interest. The Company presently and irrevocably pledges, hypothecates, assigns, delivers and transfers to the Agent for the benefit of itself and the other holders of Obligations, and grants to the Agent for the benefit of itself and the other holders of Obligations a continuing first priority security interest in, all of the following (the "Trademark Collateral"), whether now owned or hereafter acquired or coming into existence:

(a) all trademark registrations and trademark applications (collectively, "Trademarks"), in each case now existing anywhere in the world or hereafter adopted or acquired, whether or not currently in use, including those referred to in Attachment 1 hereto;

(b) all reissues, reexaminations, extensions or renewals of any of the items described in clause (a);

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a); and

(d) all proceeds of, and rights associated with, the foregoing, including any claim by the Company against third parties for past, present, or future infringement or dilution of any Trademark, or for any injury to the goodwill associated with the use of any Trademark or for enforcement of any Trademark.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent pursuant to the Credit Agreement for the benefit of the Agent and each other holder of Obligations. The Credit Agreement (and all rights and remedies of the Agent and each other holder of Obligations thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Company hereby further acknowledges and affirms that the rights and remedies of the Agent with respect to the lien on and security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applied to contracts to be performed wholly within the State of Illinois.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ATS OPERATING, LLC

By: Will Adams
Name: Will Adams
Its: Chairman

Address:

Attention:
Facsimile:

FIFTH THIRD BANK, as Agent

By: _____
Name: _____
Its: _____

Address:

222 South Riverside Plaza, 30th Floor
Chicago, Illinois 60606
Attention: Dmitry Yeliseev
Facsimile: (312) 704-4127

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


ATS OPERATING, LLC

By: _____
Name: _____
Its: _____

Address:

c/o Alpine Investors
Three Embarcadero Center
Suite 2330
San Francisco, California 94111
Attention: Will Adams
Telephone: (415) 591-1305
Facsimile: (415) 392-9101
Email: wadams@alpine-investors.com


FIFTH THIRD BANK, as Agent

By: 
Name: _____
Its: _____

Address:

222 South Riverside Plaza, 30th Floor
Chicago, Illinois 60606
Attention: Dmitry Yeliseev
Facsimile: (312) 704-4127

ATTACHMENT I
to Trademark Security Agreement

Mark	Application Date	Registration Date	Owner	Status	Country/State
	Application No.	Registration No.			
ALABAMA THRIFT STORE	07/31/2006	11/27/2007	Alabama Thrift Stores, Inc.	Registered	U.S.
	78/941,414	3,344,209			
AMERICA'S THRIFT STORE	05/14/2001	11/12/2002	Alabama Thrift Stores, Inc.	Registered	U.S.
	76/256,692	2,648,669			
AMERICA'S THRIFT STORE	01/11/1995	03/18/1997	Alabama Thrift Stores, Inc.	Registered	U.S.
	74/623,156	2,046,723			
AMERICA'S THRIFT STORES OF GEORGIA, INC.	09/03/1993	03/12/1996	Alabama Thrift Stores, Inc.	Registered	U.S.
	74/431,748	05/28/1991			
Collection Box Design 	06/08/1990	05/28/1991	Alabama Thrift Stores, Inc.	Registered	U.S.
	74/067,031	1,646,431			
WHERE EVERY PURCHASE HELPS OTHERS	8/11/2006	07/17/2007	Alabama Thrift Stores, Inc.	Registered	U.S.
	78/949,977	3,264,774			