

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM455686

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ATS Operating, LLC		12/22/2017	Limited Liability Company: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AVIDBANK		
<b>Street Address:</b>	1732 North 1st Street, 6th Floor		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95112		
<b>Entity Type:</b>	Banking Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78949977	WHERE EVERY PURCHASE HELPS OTHERS	
<b>Serial Number:</b>	78941414	ALABAMA THRIFT STORE	
<b>Serial Number:</b>	76256692	AMERICA'S THRIFT STORE	
<b>Serial Number:</b>	74623156	AMERICA'S THRIFT STORE	
<b>Serial Number:</b>	74431748	AMERICA'S THRIFT STORES OF GEORGIA, INC.	
<b>Serial Number:</b>	74067031		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	4045723408		
<b>Email:</b>	mramic@kslaw.com		
<b>Correspondent Name:</b>	Mia Ramic King and Spalding		
<b>Address Line 1:</b>	1180 Peachtree Street NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	25091.015008		
<b>NAME OF SUBMITTER:</b>	/s/ Mia Ramic		
<b>SIGNATURE:</b>	/s/ Mia Ramic		
<b>DATE SIGNED:</b>	12/22/2017		

OP \$165.00 78949977

**Total Attachments: 5**

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 22nd day of December, 2017, by and between ATS Operating, LLC, an Alabama limited liability company (the "*Grantor*"), and AVIDBANK, a California banking corporation ("*Bank*").

### **W I T N E S S E T H:**

WHEREAS, pursuant to that certain Credit Agreement dated as of December 22, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and between Grantor, as "*Borrower*", and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and ATS Holding, LLC, a Delaware limited liability company ("*Holdings*") shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*") ; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Bank this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secure the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations

and would be owed by the Grantor to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. **SECURITY AGREEMENT**. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT**. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, the Grantor hereby authorizes Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I hereto to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I hereto shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I hereto.

6. **COUNTERPARTS**. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

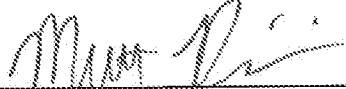
[SIGNATURE PAGE FOLLOWS]

Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ATS OPERATING, LLC,  
an Alabama limited liability company

By: 

Name: Matt Picciano

Title: Secretary

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006235 FRAME: 0114**

BANK:

ACCEPTED AND ACKNOWLEDGED BY:

**AVIDBANK,**  
a California banking corporation

By: 

Name: Jon Comeau

Title: Senior Vice President

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006235 FRAME: 0115**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
ATS Operating, LLC	United States	WHERE EVERY PURCHASE HELPS OTHERS	78949977/ 3264774	8/11/06/ 4/17/07
ATS Operating, LLC	United States	ALABAMA THRIFT STORE	78941414/ 3344209	4/31/06/ 11/27/07
ATS Operating, LLC	United States	AMERICA'S THRIFT STORE	76256692/ 2648669	5/14/01/ 11/12/02
ATS Operating, LLC	United States	AMERICA'S THRIFT STORE	74623156/ 2046723	1/11/95/ 3/18/97
ATS Operating, LLC	United States	AMERICA'S THRIFT STORES OF GEORGIA, INC.	74431748/ 1962234	9/3/93/ 3/12/96
ATS Operating, LLC	United States		74067031/ 1646431	6/8/90/ 5/28/91

**Trade Names**

America's Thrift Stores  
New Southern Wholesale

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.

Trademark Security Agreement