

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM516378

| | | | |
|-----------------------------------|--|---------------------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TVI, INC. | | 03/28/2019 | Corporation: WASHINGTON |
| RECEIVING PARTY DATA | | | |
| Name: | CORTLAND PRODUCTS CORP., as collateral agent | | |
| Street Address: | 225 W. Washington St., 9th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 22 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2107170 | SAVERS | |
| Registration Number: | 3244929 | THE ULTIMATE TREASURE HUNT | |
| Registration Number: | 3293933 | RESTYLE STORE | |
| Registration Number: | 3881573 | GOOD DEEDS. GREAT DEALS. | |
| Registration Number: | 3881779 | SAVERS GOOD DEEDS. GREAT DEALS. | |
| Registration Number: | 3946353 | ALTEREGO | |
| Registration Number: | 4187579 | SUPER SAVERS CLUB CARD | |
| Registration Number: | 4267827 | SAVERS THRIFT SUPERSTORE | |
| Registration Number: | 4264176 | RECYCLE, REUSE, RESTYLE | |
| Registration Number: | 5073395 | ALTEREGO | |
| Registration Number: | 5082401 | ALTEREGO | |
| Registration Number: | 4864787 | DONATION DROP SPOT | |
| Registration Number: | 4334352 | RESTYLE | |
| Registration Number: | 5073379 | SAVERS | |
| Registration Number: | 5121290 | FUNDRIVE | |
| Registration Number: | 5155205 | SAVERS | |
| Registration Number: | 5163148 | COMMUNITY DONATION CENTER | |
| Registration Number: | 5208874 | SAVERS SHOP. REUSE. REIMAGINE. | |
| Registration Number: | 5209438 | SAVERS | |

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| Property Type | Number | Word Mark |
|----------------------|---------|-------------------|
| Registration Number: | 5347047 | RETHINK REUSE |
| Registration Number: | 5379081 | I GIVE A SHIRT |
| Registration Number: | 5563630 | SUPER SAVERS CLUB |

CORRESPONDENCE DATA
Fax Number: 2028357586
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.
Phone: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 26203.11900 |
| NAME OF SUBMITTER: | Javier J. Ramos |
| SIGNATURE: | /Javier J. Ramos/ |
| DATE SIGNED: | 03/28/2019 |

Total Attachments: 5
source=18. Savers - 2L Trademark Security Agreement (TVI) #page1.tif
source=18. Savers - 2L Trademark Security Agreement (TVI) #page2.tif
source=18. Savers - 2L Trademark Security Agreement (TVI) #page3.tif
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source=18. Savers - 2L Trademark Security Agreement (TVI) #page5.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of March 28, 2019, is made by the Persons listed as Grantor on the signature pages hereof (collectively, the “**Grantors**”) in favor of CORTLAND PRODUCTS CORP., as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to the Second Lien Credit Agreement, dated as of March 28, 2019 (as amended, restated, modified or supplemented from time to time, the “**Credit Agreement**”), among TVI, Inc., a Washington corporation (“**TVI**”), Evergreen AcqCo 1 LP, a Delaware limited partnership (the “**Parent Borrower**” and, jointly and severally with TVI, the “**Borrowers**”), S-Evergreen Holding Corp., a Delaware corporation (“**TopCo**”), Evergreen AcqCo GP LLC, a Delaware limited liability company (“**Evergreen GP**” and, together with TopCo, “**Holdings**”), the Lenders party thereto from time to time, Cortland Products Corp., as Administrative Agent and Collateral Agent and the other agents, arrangers or advisors party thereto. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement.

Whereas, as a condition precedent to the Lenders extension of such credit, each Grantor has executed and delivered that certain Second Lien Security Agreement dated March 28, 2019, among the Grantors, Holdings and the Collateral Agent (as amended, restated, modified or supplemented from time to time, the “**Security 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 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 United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or (d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051 (a) or (c) in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a “Statement of Use” or “Amendment to Allege Use” is filed, has been deemed in conformance with 15 U.S.C. § 1051 (a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office.

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.

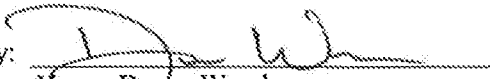
SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent 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).

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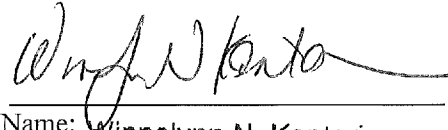
IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

TVI, INC., as a Grantor

By: 
Name: Duane Woods
Title: Chief Executive Officer

CORTLAND PRODUCTS CORP., as Collateral
Agent

By:



Name: Winnalynn N. Kantaris
Title: Associate General Counsel

SCHEDULE A

| <u>MARK</u> | <u>SERIAL/REG. NO.</u> | <u>APP./REG. DATE</u> |
|------------------------------------|------------------------|-----------------------|
| SAVERS | 2107170 | 10/21/1997 |
| THE ULTIMATE TREASURE HUNT | 3244929 | 5/22/2007 |
| RESTYLE STORE | 3293933 | 9/18/2007 |
| GOOD DEEDS. GREAT DEALS. | 3881573 | 11/23/2010 |
| SAVERS GOOD DEEDS. GREAT DEALS. | 3881779 | 11/23/2010 |
| ALTEREGO | 3946353 | 4/12/2011 |
| SUPER SAVERS CLUB CARD | 4187579 | 8/7/2012 |
| SAVERS THRIFT SUPERSTORE | 4267827 | 1/1/2013 |
| RECYCLE, REUSE, RESTYLE | 4264176 | 12/25/2012 |
| ALTEREGO | 5073395 | 11/1/2016 |
| ALTEREGO | 5082401 | 11/15/2016 |
| DONATION DROP SPOT | 4864787 | 12/1/2015 |
| RESTYLE | 4334352 | 5/14/2013 |
| SAVERS | 5073379 | 11/1/2016 |
| FUNDRIVE | 5121290 | 1/10/2017 |
| SAVERS | 5155205 | 3/7/2017 |
| COMMUNITY DONATION CENTER | 5163148 | 3/14/2017 |
| SAVERS SHOP. REUSE. REIMAGINE. | 5208874 | 5/23/2017 |
| SAVERS | 5209438 | 5/23/2017 |
| RETHINK REUSE | 5347047 | 11/28/2017 |
| I GIVE A SHIRT | 5379081 | 1/16/2018 |
| SUPER SAVERS CLUB | 5563630 | 9/18/2018 |