

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM517474

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Lending Partners LLC, as Collateral Agent		03/28/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	NANDORF, LLC
<b>Street Address:</b>	11400 S.E. 6th Street, Suite 220
<b>City:</b>	Bellevue
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98004
<b>Entity Type:</b>	Limited Liability Company: WASHINGTON
<b>Name:</b>	TVI, INC.
<b>Street Address:</b>	11400 S.E. 6th Street, Suite 220
<b>City:</b>	Bellevue
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98004
<b>Entity Type:</b>	Corporation: WASHINGTON

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
<b>Registration Number:</b>	2107170	SAVERS
<b>Registration Number:</b>	3244929	THE ULTIMATE TREASURE HUNT
<b>Registration Number:</b>	3293933	RESTYLE STORE
<b>Registration Number:</b>	3337369	COSTUMEOLGY
<b>Registration Number:</b>	3881573	GOOD DEEDS. GREAT DEALS.
<b>Registration Number:</b>	3881779	SAVERS GOOD DEEDS. GREAT DEALS.
<b>Registration Number:</b>	3946353	ALTEREGO
<b>Serial Number:</b>	85261372	SUPER SAVERS CLUB CARD
<b>Serial Number:</b>	85616142	SAVERS THRIFT SUPERSTORE
<b>Serial Number:</b>	85618881	RECYCLE, REUSE, RESTYLE
<b>Registration Number:</b>	3918819	UNIQUE THRIFT STORE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4063976	SPREE
Registration Number:	4063975	SPREE LOOK GOOD. DO GOOD.
Registration Number:	3942864	UNIQUE

**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:** 04/04/2019

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

This INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE (this “*Release*”) dated March 28, 2019, is made in favor of TVI, INC., a Washington corporation (“*TVI*”), UNIQUE THRIFT LLC, a Delaware limited liability company (“*Unique*”), EVERGREEN ACQCO 1 LP, a Delaware limited partnership and the indirect parent company of SAVERS LLC, a Washington limited liability company, (together with TVI and Unique, jointly and severally the “*Borrowers*”), S-EVERGREEN HOLDING CORP., a Delaware corporation (“*TopCo*”), and EVERGREEN ACQCO GP LLC, a Delaware limited liability company (together with TopCo, “*Holdings*”) the lenders from time to time party thereto (the “*Lenders*”) and GOLDMAN SACHS LENDING PARTNERS LLC, as administrative agent and collateral agent (in such capacity, the “*Collateral Agent*”) for the Secured Parties. All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Security Agreement (as defined below) or the Intellectual Property Security Agreements (as defined below), as applicable;

WHEREAS, the Borrowers, Holdings, the other Subsidiary Guarantors from time to time party thereto, the Lenders party thereto and the Collateral Agent entered into that certain Amended and Restated Credit Agreement entered into as of July 9, 2012, amended and restated as of October 3, 2012 and further amended as of May 24, 2016 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “*Credit Agreement*”);

WHEREAS, in connection with the Credit Agreement, the Borrowers, Holdings, the Subsidiary Guarantors and the Collateral Agent entered into that certain Security Agreement, dated as of July 9, 2012 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “*Security Agreement*”);

WHEREAS, under the terms of the Security Agreement, each Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest in and to certain intellectual property of the Grantors, and the Grantors and the Collateral Agent executed and delivered the (i) Copyright Security Agreement, dated as of July 9, 2012, among TVI, Inc., as a Grantor, and the Collateral Agent, which was filed and recorded on July 13, 2012 with the United States Copyright Office at Volume/Document 3618/973, (ii) Trademark Security Agreement, dated as of July 9, 2012, among Savers, Inc. and TVI, Inc., each as a Grantor, and the Collateral Agent, which was filed and recorded on July 9, 2012 with the United States Patent and Trademark Office at Reel/Frame 4817/0151, (iii) Amended and Restated Trademark Security Agreement, dated as of October 3, 2012, among Savers, LLC and TVI, Inc., each as a Grantor, and the Collateral Agent, which was filed and recorded on October 4, 2012 with the United States Patent and Trademark Office at Reel/Frame 4874/0833, (iv) Amended and Restated Copyright Security Agreement, dated as of October 3, 2012, among TVI, Inc., as a Grantor, and the Collateral Agent, which was filed and recorded on October 10, 2012 with the United States Copyright Office at Volume/Document 3621/593 and (v) Supplement No. 1 to the Amended and Restated Trademark Security Agreement, dated as of November 8, 2012, among Nandorf, LLC (f/k/a Nandorf, Inc.), as a Grantor, and the Collateral Agent, which was filed and recorded on November 9, 2012 with the United States Patent and Trademark Office at Reel/Frame 4896/0903 (as amended and restated, supplemented or otherwise modified from time to time and, collectively, the “*Intellectual Property Security Agreements*”) in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, the Collateral Agent now desires to release its security interest in and to the Collateral (including, but not limited to the Intellectual Property provided in Schedules A and B attached hereto) in accordance with the Security Agreement and the Intellectual Property Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent and the Grantors hereby agree as follows:

SECTION 1. Release of Grant of Security. The Collateral Agent hereby releases to the Grantors its entire right, title and interest in, and reassigns to the Grantors, without representation or warranty of any kind, any and all right, title and interest in and to the Collateral, including the Intellectual Property listed on Schedules A and B granted to it pursuant to the Security Agreement and Intellectual Property Security Agreements.

SECTION 2. Recordation. The Collateral Agent authorizes and requests that the applicable officials of the United States Copyright Office and the United States Patent and Trademark Office record this Release.

SECTION 3. Execution in Counterparts. This Release 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.

SECTION 4. Governing Law. This Release 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 determinations 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.

SECTION 5. Severability. If any provision of this Release is held to be invalid, illegal, or unenforceable, the legality, validity and enforceability of the remaining provisions of this Release shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions

SECTION 6. Waiver of Right to Jury Trial; Submission to Venue. Section 11.15(b) and Section 11.16 of the Credit Agreement, together with the related definitions, are hereby incorporated herein by reference, as if set forth herein in full, *mutatis mutandis*.

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*[Savers – Signature Page to*

SCHEDULE A

**TRADEMARKS AND TRADEMARK APPLICATIONS**

*Security Interests at Reel/Frame Nos. 4817/0151 and 4874/0833*

<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

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

*Security Interest at Reel/Frame No. 4896/0903*

<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

SCHEDULE B

**UNITED STATES COPYRIGHTS**

<b>Title</b>	<b>Owner</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Recorded Liens</b>
TVI, Inc.	Sarah Vaughan – live from Monterey	PAu000808756	10/11/85	-V3618D973 to Goldman Sachs Lending Partners, recorded 7/13/2012 -V3621D593 to Goldman Sachs Lending Partners, recorded 10/10/2012;