

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TVI, Inc.		02/06/2023	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Notes Collateral Agent		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	2107170	SAVERS	
Registration Number:	3244929	THE ULTIMATE TREASURE HUNT	
Registration Number:	3293933	RESTYLE STORE	
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	
Registration Number:	5347047	RETHINK REUSE	
Registration Number:	5379081	I GIVE A SHIRT	
Registration Number:	5563630	SUPER SAVERS CLUB	

CH \$615.00 2107170

Property Type	Number	Word Mark
Registration Number:	6382043	THRIFT PROUD
Registration Number:	6713691	THRIFT PROUD
Registration Number:	3918819	UNIQUE THRIFT STORE
Registration Number:	3942864	UNIQUE
Serial Number:	97382477	

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	038507-1106
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	02/06/2023

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of February 6, 2023, is made by TVI, Inc., a Washington corporation (the “**Grantor**”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as the Notes Collateral Agent for the Notes Secured Parties (together with its successors and assigns, the “**Notes Collateral Agent**”).

WHEREAS, the Grantor is party to that certain US Security Agreement, dated as of February 6, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Notes Collateral Agent, delivered in connection with that certain Indenture, dated as of February 6, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”), by and among Evergreen AcqCo 1 LP, a Delaware limited partnership, as Issuer, TVI, Inc., a Washington corporation, as Co-Issuer, the Guarantors party thereto from time to time, Wilmington Trust, National Association, as Trustee and the Notes Collateral Agent, pursuant to which the Issuers have issued their 9.75% Senior Secured Notes due 2028; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Notes Collateral Agent, for the benefit of the Notes Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and/or the Canadian Intellectual Property 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. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Notes Collateral Agent, for the benefit of the Notes Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and, with respect to the foregoing, (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided* that “Trademark Collateral” shall not include, and the Security Interest shall not attach to, 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 and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and/or the Canadian Intellectual Property Office record this Trademark Security Agreement with the U.S. Patent and Trademark Office and/or the Canadian Intellectual Property Office.

SECTION 4. Execution in Counterparts.

(a) 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 instrument. Any signature to this Trademark Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable Law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Trademark Security Agreement.

(b) Each party hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Trademark Security Agreement through electronic means and there are no restrictions for doing so in such party's constitutive documents.

SECTION 5. Security Agreement. This Trademark Security Agreement 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 Notes Collateral Agent with respect to the Trademark 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, and that the security interest granted hereunder to the Notes Collateral Agent is in furtherance, and not in limitation, of the security interests granted to the Notes Collateral Agent pursuant to the Security Agreement. 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 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING 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 THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT

WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

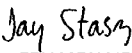
SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE NOTES COLLATERAL AGENT, FOR THE BENEFIT OF THE NOTES SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE NOTES COLLATERAL AGENT AND THE OTHER NOTES SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECTION 8. Concerning the Notes Collateral Agent. Wilmington Trust, National Association is entering into this Trademark Security Agreement not in its individual capacity, but solely in its capacity as Notes Collateral Agent under the Indenture. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Notes Collateral Agent under the Indenture and the Security Agreement, as if such rights, privileges, immunities and indemnities were set forth herein.

[Signature Pages Follow]

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

TVI, INC., as Grantor

DocuSigned by:
By: 
Name: Jay Stasz
Title: Chief Financial Officer and Treasurer

Accepted and Agreed:


**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Notes Collateral Agent

By: *Karen Ferry*
Name: Karen Ferry
Title: Vice President

SCHEDULE A

UNITED STATES:

Borrowers/Grantor	Title	Reg Date	Application / Registration	Jurisdiction
TVI, Inc.	SAVERS	10/21/1997	2107170	United States
TVI, Inc.	THE ULTIMATE TREASURE HUNT	5/22/2007	3244929	United States
TVI, Inc.	RESTYLE STORE	9/18/2007	3293933	United States
TVI, Inc.	SUPER SAVERS CLUB CARD	8/7/2012	4187579	United States
TVI, Inc.	SAVERS THRIFT SUPERSTORE	1/1/2013	4267827	United States
TVI, Inc.	RECYCLE, REUSE, RESTYLE	12/25/2012	4264176	United States
TVI, Inc.	ALTEREGO	11/1/2016	5073395	United States
TVI, Inc.	ALTEREGO	11/15/2016	5082401	United States
TVI, Inc.	DONATION DROP SPOT	12/1/2015	4864787	United States
TVI, Inc.	RESTYLE	5/14/2013	4334352	United States
TVI, Inc.	SAVERS	11/1/2016	5073379	United States
TVI, Inc.	FUNDRIVE	1/10/2017	5121290	United States
TVI, Inc.	SAVERS	3/7/2017	5155205	United States
TVI, Inc.	COMMUNITY DONATION CENTER	3/14/2017	5163148	United States
TVI, Inc.	SAVERS SHOP. REUSE. REIMAGINE.	5/23/2017	5208874	United States
TVI, Inc.	SAVERS	5/23/2017	5209438	United States
TVI, Inc.	RETHINK REUSE	11/28/2017	5347047	United States
TVI, Inc.	I GIVE A SH!RT	1/16/2018	5379081	United States
TVI, Inc.	SUPER SAVERS CLUB	9/18/2018	5563630	United States
TVI, Inc.	THRIFT PROUD	6/8/2021	6382043	United States

Borrowers/Grantor	Title	Reg Date	Application / Registration	Jurisdiction
TVI, Inc.	THRIFT PROUD	4/26/2022	6713691	United States
TVI, Inc.	<i>Design Only</i> 	4/26/2022 (Filed date)	97382477 (Application no.)	United States
TVI, Inc.	UNIQUE THRIFT STORE	2/15/2011	3918819	United States
TVI, Inc.	UNIQUE	4/12/2011	3942864	United States

CANADA:

Borrowers/Grantor	Title	Reg Date	Application / Registration	Jurisdiction
TVI, Inc.	BONNES ACTIONS. EXCELLENTE AUBAINES.	12/15/2010	TMA785097	Canada
TVI, Inc.	GOOD DEEDS. GREAT DEALS.	12/15/2010	TMA785095	Canada
TVI, Inc.	SAVERS Design	6/17/2011	TMA800185	Canada
TVI, Inc.	THRIFT VILLAGE	2/21/2000	TMA523443	Canada
TVI, Inc.	VALUE VILLAGE	2/24/1967	TMA149519	Canada
TVI, Inc.	VALUE VILLAGE	4/5/2002	TMA559983	Canada
TVI, Inc.	VALUE VILLAGE - GOOD DEEDS. GREAT DEALS. & Design	12/15/2010	TMA785096	Canada
TVI, Inc.	VILLAGE DES VALEURS	10/1/2002	TMA568349	Canada
TVI, Inc.	VILLAGE DES VALEURS - BONNES ACTIONS. EXCELLENTE AUBAINES. & Design	12/15/2010	TMA785098	Canada
TVI, Inc.	FUNDrive	8/28/2019	TMA1051463	Canada
TVI, Inc.	ALTEREGO	7/20/2017	TMA976383	Canada

Borrowers/Grantor	Title	Reg Date	Application / Registration	Jurisdiction
TVI, Inc.	THRIFT PROUD	4/23/2019 (Filed date)	1958458 (Application no.)	Canada
TVI, Inc.	THRIFT PROUD	5/2/2019 (Filed date)	1960624 (Application no.)	Canada
TVI, Inc.	VALUE VILLAGE	5/26/2021 (Filed date)	716245-01 (Application no.)	Canada
TVI, Inc.	VILLAGE DES VALEURS	5/26/2021 (Filed date)	744317-01 (Application no.)	Canada
TVI, Inc.	BOUTIQUE VILLAGE DES VALEURS	7/14/2021 (Filed date)	2120541 (Application no.)	Canada
TVI, Inc.	BOUTIQUE VV	7/14/2021 (Filed date)	2120539 (Application no.)	Canada
TVI, Inc.	VALUE VILLAGE BOUTIQUE	7/14/2021 (Filed date)	2120538 (Application no.)	Canada
TVI, Inc.	VV BOUTIQUE	7/14/2021 (Filed date)	2120535 (Application no.)	Canada
TVI, Inc.	Recycle Tag Design	5/16/2022 (Filed date)	2185830 (Application no.)	Canada
TVI, Inc.	UNIQUE THRIFT STORE	8/15/2019	TMA1049178	Canada