

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857194

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900809681		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
2 PEACHES GROUP, LLC		09/11/2023	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	TVI, Inc.		
Doing Business As:	DBA Savers or Value Village		
Street Address:	11400 SE 6th Street, Suite 125		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98004		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2077409	VALUE VILLAGE	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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>			
Phone:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Grace Han Stanton, Perkins Coie LLP		
Address Line 1:	P.O. Box 2608		
Address Line 4:	Seattle, WASHINGTON 98111		
ATTORNEY DOCKET NUMBER:	125177-4041.US01		
NAME OF SUBMITTER:	Patrick J. Koncel		
SIGNATURE:	/Patrick J Koncel/		
DATE SIGNED:	11/30/2023		
Total Attachments: 4			
source=Value Village_TM-Assignment_9.12.2023#page1.tif			
source=Value Village_TM-Assignment_9.12.2023#page2.tif			

source=Value Village_TM-Assignment_9.12.2023#page3.tif

source=Value Village_TM-Assignment_9.12.2023#page4.tif

Exhibit B

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of September 11, 2023, is made by 2 Peaches Group, LLC, a Georgia limited liability company located at 6200 Ross Road, Atlanta, GA 30340 (“**Seller**”), in favor of TVI, Inc., dba Savers or Value Village, a Washington corporation located at 11400 SE 6th Street, Suite 125, Bellevue, WA 98004 (“**Buyer**”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller, of even date herewith (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following:

(a) the trademarks, trademark registrations, and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with all common law rights and goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) internet domain names and social media account or user names (including “handles”), connected with the use of the Assigned Trademarks, and all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto, including, without limitation, those set forth in Schedule 2 hereto;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds hereafter due or payable with respect to any and all of the foregoing, specifically not including any income, payments or other proceeds generated by Seller in the operation of its business pursuant to the Trademark License Agreement of even date herewith, attached to the Asset Purchase Agreement as Exhibit C; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by

Buyer. Following the date hereof, upon Buyer's reasonable request, Seller will take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement will govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby will be governed by, and construed in accordance with, the laws of the United States and the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

2 Peaches Group, LLC

DocuSigned by:
By Tom Stutzman
Name: Tom Stutzman
Title: President
Address for Notices: 6200 Ross Rd Atl GA

AGREED TO AND ACCEPTED:

TVI, Inc.

DocuSigned by:
By Jay Stasz
Name: Jay Stasz
Title: CFO
Address for Notices: 11400 SE 6th Street, Suite 125
Bellevue, WA 98004

SCHEDULE 1 TO TRADEMARK ASSIGNMENT AGREEMENT**Assigned Trademarks**

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
VALUE VILLAGE	USPTO	2077409	July 8, 1997
VALUE VILLAGE	GA	S16266	April 11, 1997