

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TVI, Inc.		08/04/2004	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce, as Second Lien Collateral Agent
Street Address:	425 Lexington Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Canadian-chartered bank acting through New York agent:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	75188180	SAVERS

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-2254
 Email: LLevy@stblaw.com
 Correspondent Name: Robyn Rahbar, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	015571/0403
NAME OF SUBMITTER:	Lea B. Levy

Total Attachments: 5
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OP \$40.00 75188180

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of August 4, 2004 is made by TVI, INC., a Washington corporation ("TVI"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, as Second Lien Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of August 4, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Savers, Inc., a Washington corporation ("Borrower"), the Lenders, Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Syndication Agent and Canadian Imperial Bank of Commerce, as Documentation Agent, Administrative Agent, First Lien Collateral Agent and Second Lien Collateral Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, TVI and certain other subsidiaries of the Borrower have delivered a Second Lien Guarantee and Collateral Agreement, dated as of August 4, 2004, in favor the Agent (including any amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, TVI pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, TVI has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, TVI agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. TVI hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, the item listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

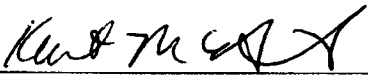
SECTION 3. Purpose. This Agreement has been executed and delivered by TVI for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. TVI does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TVI, INC.

By: 
Name: Kent McNeil
Title: Chief Financial Officer

CANADIAN IMPERIAL BANK OF COMMERCE,
as Second Lien Collateral Agent

By: _____
Name:
Title:

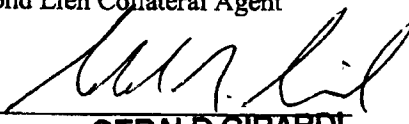
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TVI, INC.

By: _____
Name:
Title:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Second Lien Collateral Agent

By: 
Name: **GERALD GIRARDI**
Title: **EXECUTIVE DIRECTOR**
CIBC WORLD MARKETS CORP., AS AGENT

SCHEDULE A

U.S. Trademark Registration

<u>Trademark</u>	<u>Registration Number</u>
SAVERS	75188180

015571-0403-08892-NY01.2408481.1