

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM642209

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TVI, Inc.		04/26/2021	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	KKR Loan Administration Services LLC, as Collateral Agent		
Street Address:	30 Hudson Yards		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: 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	FUNDRIIVE	
Registration Number:	5155205	SAVERS	
Registration Number:	5163148	COMMUNITY DONATION CENTER	
Registration Number:	5208874	SAVERS SHOP. REUSE. REIMAGINE.	
Registration Number:	5209438	SAVERS	

OP \$565.00 2107170

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: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1361867 TM B
NAME OF SUBMITTER:	Jonathan Larson
SIGNATURE:	/Jonathan Larson/
DATE SIGNED:	04/26/2021

Total Attachments: 7

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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 April 26, 2021, is made by TVI, Inc., a Washington corporation (the “**Grantor**”), in favor of KKR LOAN ADMINISTRATION SERVICES LLC, as the Collateral Agent for the Secured Parties (together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain US Security Agreement, dated as of April 26, 2021 (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 Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the 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.

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 Collateral Agent, for the benefit of the 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 U.S. 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 record this Trademark Security Agreement with the U.S. Patent and Trademark 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 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 Collateral Agent is in furtherance, and not in limitation, of the security interests granted to the 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 COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER 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.

[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

By: 

Name: Mark Walsh

Title: Chief Executive Officer and
President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007271 FRAME: 0130

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

TVI, INC., as Grantor

By: _____
Name: Mark Walsh
Title: Chief Executive Officer and
President

Accepted and Agreed:

KKR LOAN ADMINISTRATION SERVICES LLC, as Collateral Agent

By: John Knox
Name: John Knox
Title: CFO

SCHEDULE A

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.	GOOD DEEDS. GREAT DEALS.	11/23/2010	3881573	United States
TVI, Inc.	SAVERS GOOD DEEDS. GREAT DEALS.	11/23/2010	3881779	United States
TVI, Inc.	ALTEREGO	4/12/2011	3946353	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

Borrowers/Grantor	Title	Reg. Date	Application/ Registration	Jurisdiction
TVI, Inc.	I GIVE A SH!RT	1/16/2018	5379081	United States
TVI, Inc.	SUPER SAVERS CLUB	9/18/2018	5563630	United States