

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce, New York Agency, as Collateral Agent		03/11/2010	Agency: NEW YORK
RECEIVING PARTY DATA			
Name:	TVI, Inc.		
Street Address:	11400 SE 6th Street, Suite 220		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98004		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3337369	COSTUMEOLGY	
Registration Number:	3244929	THE ULTIMATE TREASURE HUNT	
Registration Number:	3293933	RESTYLE STORE	
Registration Number:	2107170	SAVERS	
Serial Number:	78936420	REDECORATE	
Serial Number:	78936254	REFRESH	
Serial Number:	78936340	REINVENT	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		

OP \$190.00 3337369

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**TRADEMARK
 REEL: 004173 FRAME: 0356**

Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	5092651483
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/m/
Date:	03/24/2010

Total Attachments: 5
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement") is dated as of March 11, 2010, from CANADIAN IMPERIAL BANK OF COMMERCE, New York Agency, as Collateral Agent (the "Agent"), to SAVERS, INC., a Washington corporation ("Savers"), and certain subsidiaries of Savers (collectively, the "Borrower").

WITNESSETH:

WHEREAS, the Borrower executed and delivered a Guarantee and Collateral Agreement, dated as of August 11, 2006, in favor of the Agent (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the lenders and the other secured parties referred to therein (collectively, the "Secured Parties") a security interest in all Intellectual Property, including the Trademarks;

WHEREAS, the Borrower and Agent entered into that certain Trademark Security Agreement, dated as of August 11, 2006 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") pursuant to which the Borrower pledged and granted a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance, and observance of the Obligations (the "Security Interest"); and

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 20, 2006, at Reel 3448 and Frame 0062;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all Obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Guarantee and Collateral Agreement and the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Agent hereby states as follows:

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 Guarantee and Collateral Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks, and any right, title or interest of the Agent in such Trademarks shall hereby cease and become void.
3. Authorization to File. The Agent hereby authorizes the Borrower or the Borrower's authorized representative to (i) file this Agreement with the United States Patent and

Trademark Office and (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of the Security Interest.

4. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

5. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the Laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

CANADIAN IMPERIAL BANK OF COMMERCE,
New York Agency,
as Collateral Agent

Eoin Roche
Canadian Imperial Bank of Commerce
Authorized Signatory

By: 

Name:

Title:

By: 

Name:

Title:

STATE OF New York
) ss:
COUNTY OF Queens

On March 10 2010, before me, the undersigned, a notary public in and for said state and county, personally appeared Eoin Roche, personally known to me (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn, did depose and say that he/she is the person who executed the within instrument as the Authorized Signatory on behalf of CANADIAN IMPERIAL BANK OF COMMERCE, New York Agency, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by CANADIAN IMPERIAL BANK OF COMMERCE, New York Agency.
WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

Denise D. Clinton
Notary Public

My Commission Expires:
12/2/13

DENISE D. CLINTON
Notary Public, State of New York
No. 01CL4989314
Qualified in Queens County
Commission Expires December 2, 2013

Schedule A
U.S. Trademarks and Trademark Applications

U.S. REGISTERED TRADEMARKS

<u>MARK</u>	<u>SER. NO.</u>	<u>APP. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>OWNER</u>
COSTUMEOLGY	78/927,113	07/11/2006	3,337,369	11/13/2007	TVI, Inc.
THE ULTIMATE TREASURE HUNT	78/936,142	07/24/2006	3,244,929	05/22/2007	TVI, Inc.
RESTYLE STORE	78/885,677	05/17/2006	3,293,933	09/18/2007	TVI, Inc.
SAVERS	75/188,180	10/28/1996	2,107,170	10/21/1997	TVI, Inc.

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SER. NO.</u>	<u>APP. DATE</u>	<u>OWNER</u>
REDECORATE	78/936,420	07/24/2006	TVI, Inc.
REFRESH	78/936,254	07/24/2006	TVI, Inc.
REINVENT	78/936,340	07/24/2006	TVI, Inc.