

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
North American Van Lines, Inc.	03/27/2013
RECEIVING PARTY DATA	
Name:	Goldman Sachs Bank USA
Street Address:	30 Hudson Street, 5th Floor
Internal Address:	c/o Goldman, Sachs & Co.
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	4948005
Patent Number:	5076454
CORRESPONDENCE DATA	
Fax Number:	2138924790
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	hcannom@milbank.com
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP
Address Line 1:	601 S. Figueroa St., 30th floor
Address Line 2:	Attn: H. Cannom
Address Line 4:	Los Angeles, CALIFORNIA 90017
ATTORNEY DOCKET NUMBER:	30045-44900
NAME OF SUBMITTER:	Hannah Cannom
Total Attachments: 5 source=Executed SIRVA IP Patent Security Agreement#page1.tif source=Executed SIRVA IP Patent Security Agreement#page2.tif source=Executed SIRVA IP Patent Security Agreement#page3.tif source=Executed SIRVA IP Patent Security Agreement#page4.tif source=Executed SIRVA IP Patent Security Agreement#page5.tif	

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GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this "Agreement"), dated as of March 27, 2013, is made by the signatory party hereto (an "Obligor"), in favor of GOLDMAN SACHS BANK USA, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent") (as defined in the Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among SIRVA WORLDWIDE, INC., a Delaware corporation (the "Borrower"), SIRVA, INC., a Delaware corporation ("Holdings"), the lenders from time to time party thereto (the "Lenders") and GOLDMAN SACHS BANK USA, as administrative agent for the Lenders (in such capacity, the "Administrative Agent") and Collateral Agent).

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;

WHEREAS, as a condition to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, each Obligor and certain other Subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of March 27, 2013, in favor of the Collateral Agent for the benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Obligor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all of such Obligor's right, title, and interest in and to all Intellectual Property, including the Patents; and

WHEREAS, each Obligor 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 Collateral Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Obligor agrees, for the benefit of the Collateral Agent and the Secured Parties, and the Collateral Agent agrees, 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. Each Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all

of such Obligor's right, title and interest in, to and under the Patents, the applications therefor and registrations thereof (including, without limitation, those items listed on Schedule A hereto), and all proceeds thereof and revenue therefrom, including, without limitation, any and all causes of action which may exist by reason of infringement or other violation thereof and any and all damages arising from past, present and future violations thereof (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Obligor 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 Collateral Agent for the benefit of the Secured Parties 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 Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. This Agreement has been entered into in conjunction with the Guarantee and Collateral Agreement. Each Obligor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Collateral 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. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Intercreditor Agreement. Notwithstanding anything to the contrary herein, the liens and rights granted to the Collateral Agent and the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy, by the Collateral Agent or the Secured Parties hereunder are subject to the provisions of that certain Intercreditor Agreement, dated as of the date hereof, among the Loan Parties, the Administrative Agent, and the ABL Agent, as the same may be amended, restated, supplemented or otherwise modified from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control with respect to any right or remedy.

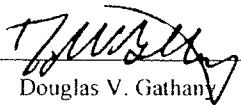
SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

NORTH AMERICAN VAN LINES, INC., as
Obligor

By: 
Name: Douglas V. Gathany
Title: Treasurer

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: Charles D. Johnston
Authorized Signatory

Charles D. Johnston
Authorized Signatory

SCHEDULE A

U.S. Patents and Patent Applications

Title	Issue Date	Patent Number
Knock-down Shipping & Storage Container (PROPAC)	8/14/1990	4,948,005
Knock-down Shipping & Storage Container (PROPAC)	12/31/1991	5,076,454