

Form PTO-1595 (Rev. 09/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

NORTH AMERICAN VAN LINES, INC.

Execution Date(s) March 27, 2013

Additional names of conveying parties attached? ☐ Yes

☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Government Interest

☐ Executive Order 9424, confirmatory License

☐ Other

2. Name and address of receiving party(ies)

Name: GOLDMAN SACHS BANK USA

Internal
Address:

Street Address: c/o Goldman Sachs & Co., 30 Hudson Street, 5th Floor

City: Jersey City

State: NJ

Country: USA

Zip: 07302

Additional names, addressees, or citizenship attached? ☐ Yes ☒ No

4. Application or patent number(s)

☐ This document is being filed together with a new application.

A. Patent Application No. (s)
See Attached Schedule A

B. Patent No.(s)
See Attached Schedule A

Additional numbers attached? ☒ Yes ☐ No

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

☒ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information:

a. Credit Card

Last 4 Numbers 1868

Expiration Date 06/15

b. Deposit Account Number

Authorized User Name:

9. Signature:

Kareem Ansley
Signature

March 27, 2013

Date

Kareem Ansley
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 2

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6886, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$80.00 494800

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

#4821-743D-6067

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, renewed, replaced or otherwise modified from time to time, the "Credit Agreement") among SIRVA, INC., a Delaware corporation ("Parent"), SIRVA WORLDWIDE, INC., a Delaware corporation ("SWI"), NORTH AMERICAN VAN LINES, INC., a Delaware corporation ("NAVL"), ALLIED VAN LINES, INC., a Delaware corporation ("Allied"), SIRVA RELOCATION LLC, a Delaware limited liability company ("SIRVA Relocation"; together with SWI, NAVL and Allied, the "Borrowers" and individually, a "Borrower"), 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).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers 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 Borrowers under the Credit Agreement, each Obligor and certain other Subsidiaries of the Borrowers 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, renewed, replaced 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 Borrowers 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 Term Loan 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. Anthony
Title: Treasurer

ABL Grant of Security Interest in Patents

GOLDMAN SACHS BANK USA, as
Collateral Agent

By: Charles D. Johnston
Name: _____
Title: _____

Charles D. Johnston
Authorized Signatory

AB1. Grant of Security Interest in Patents