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03-13-2003

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



102388208

3/13/03

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Bank of America, N.A. **3.13.03**

Individual  
 General Partnership  
 Corporation-Delaware

Association  
 Limited Partnership  
 Other: National Banking Association

Additional name(s) of conveying party(ies) attached?  
 Yes  No

3. Nature of conveyance:

Assignment  
 Security Agreement  
 Other - Assignment of Security Agreement

Merger  
 Change of Name

Execution Date: June 23, 2000

2. Name and Address of receiving party(ies):

Name: Bank One, NA

Internal Address:

Street Address: 1 Bank One Plaza, Suite 0374, 10<sup>th</sup> Floor

City: Chicago State: Illinois Zip: 60670 Country: U.S.A.

Individual(s) Citizenship:  
 Association:  
 General Partnership:  
 Limited Partnership:  
 Corporation-Delaware  
 Other: National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
 If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)  
 See Schedule A

B. Trademark registration No.(s)  
 See Schedule B

Additional numbers attached?  Yes  No

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

Name: Nathanael G. Barnes  
 Internal Address: Sidley Austin Brown & Wood LLP  
 Street Address: 717 North Harwood St., Suite 3400  
 City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved: 60

7. Total fee (37 CFR 3.41).....\$1,515.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 18-1260

DO NOT USE THIS SPACE

9. Statement and signature:  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Nathanael G. Barnes *Nathanael G. Barnes* March 12, 2003  
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet 32

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
 Box Assignment  
 Washington, D.C. 20231

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03/14/2003 6T0N11 00000045 181260 75729584

01 FC:8521 40.00 CH  
 02 FC:8522 1475.00 CH

TRADEMARK  
REEL: 002690 FRAME: 0001

**SCHEDULE B (Trademark Registrations)**

<b>Mark</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Issue Date</b>
AEROPAK 2000+	73/451,476	11/7/83	1,314,663	1/15/85
BREWSTER LINES	74/337,774	12/7/92	1,820,175	2/8/94
INSITE LOGISTICS	75/454,390	3/21/98	2,391,968	10/3/00
INSITE LOGISTICS	75/370,173	10/8/97	2,306,469	1/4/00
MAYFLOWER	71/527,547	7/5/47	501,263	7/27/48
MAYFLOWER	73/628,445	11/4/86	1,480,035	3/8/88
MAYFLOWER DESIGN	73/292,792	1/12/81	1,205,728	8/17/82
MAYFLOWER DESIGN	73/292,789	1/12/81	1,209,037	9/14/82
MAYFLOWER WORD DESIGN	73/630,989	11/18/86	1,480,037	3/8/88
MAYFLOWER WORLD WIDE MOVING (AND DESIGN)	73/292,791	1/12/81	1,204,866	8/10/82
MISCELLANEOUS DESIGN	71/527,610	7/5/47	501,970	8/31/48
MISCELLANEOUS DESIGN	71/527,611	7/5/47	501,971	8/31/48
MISCELLANEOUS DESIGN (SHIP)	73/150,808	12/5/77	1,109,695	12/19/78
PINPOINT	74/132,229	1/22/91	1,669,760	12/24/91
PRECISE PRICE	75/213,291	12/16/96	2,200,942	11/3/98
PRECISETRACK	75/939,979	3/9/00	2,574,675	5/28/02
THE RIGHT MOVE. NOW AND DOWN THE ROAD.	75/359,665	9/19/97	2,238,321	4/13/99
DESTINATION AMERICA	75/159,271	9/3/96	2,059,510	5/6/97
GREATFINDS	74/515,378	4/22/94	1,893,308	5/9/95
HOME MARKETING MANAGEMENT	73/733,452	6/10/88	1,545,879	6/27/89
MISCELLANEOUS DESIGN	75/077,419	3/22/96	2,054,795	4/22/97
ONESOURCE	74/537,424	6/14/94	1,982,947	6/25/96
PINNACLE GROUP ASSOCIATES	75/385,140	10/30/97	2,422,483	1/23/01
PREVIEW	75/154,430	8/22/96	2,136,752	2/17/98
PRUDENT BUYER WORKSHEET	73/803,058	5/30/89	1,604,576	7/3/90
MISCELLANEOUS DESIGN (V)	75/445,680	3/6/98	2,386,116	9/12/00

Mark	App. No.	Filing Date	Reg. No.	Issue Date
TOTAL TRANSPORTATION SERVICES, INC.	75/562,292	9/30/98	2,486,536	9/11/01
UNIGROUP	75/203,404	11/25/96	2,197,041	10/20/98
UNIGROUP	75/318,704	7/2/97	2,205,226	11/24/98
VANLINER	75/445,681	3/6/98	2,358,295	6/13/00
ATTACHE SERVICES	74/345,241	1/4/93	1,848,351	8/2/94
EXTRAPRO	75/581,305	11/2/98	2,318,570	2/15/00
UNIGROUP WORLDWIDE	75/318,705	7/2/97	2,206,766	12/1/98
UNIGROUP WORLDWIDE & DESIGN	75/318,706	7/2/97	2,206,767	12/1/98
ACCQUOTE	75/125,056	6/25/96	2,071,724	6/17/97
AS	73/697,975	11/27/87	1,554,441	9/5/89
AMERICA'S #1 FAMILY MOVER	75/203,406	11/25/96	2,188,620	9/8/98
AMERICA'S #1 FAMILY MOVER	75/203,407	11/25/96	2,162,955	6/2/98
BETTE MALONE	72/032,428	6/21/57	683,800	8/18/59
CAREVAN	75/270,412	4/7/97	2,181,533	8/11/98
FASTPATH	74/280,861	6/3/92	1,798,218	10/12/93
GOLDEN GUARANTEE	73/360,485	4/19/82	1,260,225	12/6/83
MISCELLANEOUS DESIGN (STRIPES)	75/202,141	11/21/96	2,170,851	7/7/98
MISCELLANEOUS DESIGN	75/202,142	11/21/96	2,172,358	7/14/98
MOVING WITH CARE EVERYWHERE	72/078,097	7/20/59	704,102	9/6/60
PEAK FLEET	75/270,413	4/7/97	2,181,534	8/11/98
QUALITY MOVES AROUND THE WORLD	75/203,405	11/25/96	2,121,442	12/16/97
RELOCATION SERVICES AND MAP DESIGN	75/202,140	11/21/96	2,163,437	6/9/98
RENT-A-PRO	73/692,400	10/29/87	1,495,415	7/5/88
SAFE-GUARD	72/087,460	12/16/59	702,716	8/9/60
THE QUALITY SHOWS IN EVERY MOVE WE MAKE	73/730,795	5/26/88	1,557,264	9/19/89

<b>Mark</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Issue Date</b>
TRANS ADVANTAGE AND DESIGN	75/402 622	12/9/97	2,320,157	2/22/00
UNITED	73/089 448	6/4/76	1,064,658	4/26/77
UNITED	74/070 963	6/20/90	1,792,966	9/14/93
UNITED (STACKED)	73/220 432	6/20/79	1,151,934	4/21/81
UNITED VAN LINES AND DESIGN	72/027 151	3/28/57	699,979	6/21/60
UNITED'S STERLING SYSTEM	73/735 821	6/22/88	1,529,471	3/14/89
VANSTAR	74/504 007	3/23/94	2,042,200	3/4/97

**SCHEDULE A (Trademark Applications)**

<b>Mark</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Issue Date</b>
UNIGROUP WORLDWIDE CERTIFIED MOVE MANAGER	75/729,584	6/16/99	N/A	N/A
NETRAC	76/048,714	5/12/00	N/A	N/A

**SECURITY AGREEMENT**

among

UNIGROUP, INC. and its Material Subsidiaries from time to time party hereto,  
as Obligors

and

BANK OF AMERICA, N.A.,  
as Collateral Agent

dated as of November 23, 1999

Each of the parties hereto has caused a counterpart of this Security Agreement to be duly executed and delivered as of the date first above written.

**BORROWER:**

**UNIGROUP, INC.**

By: Donald E. Ellington  
Name: DONALD E. ELLINGTON  
Title: Chief Financial Officer

**GUARANTORS:**

**UNITED INTERMODE, INC.**

By: Donald E. Ellington  
Name: DONALD E. ELLINGTON  
Title: Chief Financial Officer

**TRANS ADVANTAGE, INC.**

By: Donald E. Ellington  
Name: DONALD E. ELLINGTON  
Title: Chief Financial Officer

**UNITED VAN LINES, INC.**

By: Donald E. Ellington  
Name: DONALD E. ELLINGTON  
Title: Chief Financial Officer

**UNITED VAN LINES INTERNATIONAL, INC.**

By: Donald E. Ellington  
Name: DONALD E. ELLINGTON  
Title: Chief Financial Officer

**MAYFLOWER TRANSIT, INC.**

By: Donald E. Ellington  
Name: DONALD E. ELLINGTON  
Title: Chief Financial Officer

**MAYFLOWER INTERNATIONAL, INC.**

By: Donald E. Ellington  
Name: DONALD E. ELLINGTON  
Title: Chief Financial Officer

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**TOTAL TRANSPORTATION SERVICES, INC.**

By: Donald E. Ellington  
Name: DONALD E ELLINGTON  
Title: Chief Financial Officer

**UNIGROUP WORLDWIDE, INC.**

By: Donald E. Ellington  
Name: DONALD E ELLINGTON  
Title: Chief Financial Officer

**PINNACLE GROUP ASSOCIATES, INC.**

By: Donald E. Ellington  
Name: DONALD E ELLINGTON  
Title: Chief Financial Officer

**PREMIER RELOCATION SERVICES, INC.**

By: Donald E. Ellington  
Name: DONALD E ELLINGTON  
Title: Chief Financial Officer

**HTS SELLING CORP.**

By: Donald E. Ellington  
Name: DONALD E ELLINGTON  
Title: Chief Financial Officer

**TRANSPORTATION SERVICES GROUP, INC.**

By: Donald E. Ellington  
Name: DONALD E ELLINGTON  
Title: Chief Financial Officer

**INTERIM MAYFLOWER TRANSIT II, LLC.**

By: Donald E. Ellington  
Name: DONALD E ELLINGTON  
Title: Chief Financial Officer



**INTERIM UNITED VAN LINES, LLC**

By: Donald E. Ellington  
Name: DONALD E ELLINGTON  
Title: Chief Financial Officer

**INTERIM UNITED INTERMODE, LLC**

By: Donald E. Ellington  
Name: DONALD E ELLINGTON  
Title: Chief Financial Officer

**INTERIM HTS SELLING, LLC**

By: Donald E. Ellington  
Name: DONALD E ELLINGTON  
Title: Chief Financial Officer

Accepted and agreed to as of the date first above written.

**BANK OF AMERICA, N.A.**, as Collateral Agent

By: *Lisa S. Donghio*  
Name: LISA S. DONGHIO  
Title: Managing Director

Tuesday, November 16, 1999

### Trademark List

Page: 1

Client: 40082 Mayflower Transit, Inc.

Trademark Name	Attorney(s)	Client/Matter	Status	Application Number / Filing Date	Registration Number/Date	Renewal Date	First Use Date
AEROPAK 2000+	MS TJM	40082/14448	Registered	451476	15-Jun-1985	15-Jun-2005	13-Sep-1983
Country: United States of America							
Classes: 20							
BREWSTER LINES	MS CNB	40082/14450	Registered	74/337774	08-Feb-1994	08-Feb-2004	30-Nov-1989
Country: United States of America							
Owner: UniGroup, Inc.							
Classes: 39							
INSITE LOGISTICS	MS	40082/14452	Published	75/454390			
Country: United States of America							
Owner: UniGroup, Inc.							
Classes: 35							
INSITE LOGISTICS	MS TJM	40082/14451	Published	75/370173			
Country: United States of America							
Owner: UniGroup, Inc.							
Classes: 35							
MAYFLOWER	MS TJM	40082/14456	Registered	527547	27-Jul-1948	27-Mar-2009	01-Jan-1927
Country: United States of America							
Classes: 39							
MAYFLOWER	MS TJM	40082/14453	Registered	73/628445	08-Mar-1988	12-Sep-2004	01-Jul-1938
Country: United States of America							
Classes: 39							
MAYFLOWER DESIGN	MS TJM	40082/14454	Registered	292792	17-Aug-1982	17-Aug-2002	12-Jan-1981
Country: United States of America							
Classes: 39							
MAYFLOWER DESIGN	MS TJM	40082/14455	Registered	292789	14-Sep-1982	27-Mar-2009	30-Jan-1980
Country: United States of America							
Classes: 39							

Tuesday, November 16, 1999

Trademark List

Client: 40082 Mayflower Transit, Inc.

Trademark Name	Attorney(s)	Client/Matter	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
MAYFLOWER WORD DESIGN	MS TJM	40082/14457	Registered	73/630,989 18-Nov-1986	08-Mar-1988	08-Mar-2008	30-Jun-1986

Country: United States of America

Classes: 39

MAYFLOWER WORLD WIDE MOVING (A MS TJM 40082/14458

Registered 292791 12-Jan-1981 10-Aug-1982 10-Aug-2002 30-Jan-1980 1204866

Country: United States of America

Classes: 39

MAYTRACK MS 40082/17573

Unfiled

Country: United States of America

Owner: Mayflower Transit, Inc.

MISCELLANEOUS DESIGN (SHIP WITH L MS TJM 40082/14460

Registered 527610 05-Jul-1947 31-Aug-1948 31-Aug-2008 01-Jan-1927 501970

Country: United States of America

Classes: 39

MISCELLANEOUS DESIGN (SHIP WITH MS TJM 40082/14459

Registered 527611 05-Jul-1947 31-Aug-1948 31-Aug-2008 01-Jul-1938 501971

Country: United States of America

Classes: 39

MISCELLANEOUS DESIGN (SHIP MS CNB 40082/14461

Registered 73/150808 05-Dec-1977 29-Dec-1978 29-Dec-2008 01-Jul-1977 1109695

Country: United States of America

Owner: UniGroup, Inc.

Classes: 39

PINPOINT MS TJM 40082/14463

Registered 74/132229 22-Jan-1990 24-Dec-1991 24-Dec-2001 21-Dec-1990 1669760

Country: United States of America

Classes: 39

PRECISE PRICE MS TJM 40082/14464

Registered 75/213291 16-Dec-1996 03-Nov-1998 03-Nov-2008 03-Oct-1996 2200942

Country: United States of America

Classes: 9, 39

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**Trademark List**

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Client: 40082 Mayflower Transit, Inc.

Trademark Name	Attorney(s)	Client/Matter	Status	Application Number / Filing Date	Registration Number/Date	Renewal Date	First Use Date
PRECISETRAK	MS	40082/00000	Unfiled				

Country: United States of America	Owner: UniGroup, Inc.						
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THE RIGHT MOVE. NOW AND DOWN TH MS	CNB	40082/14466	Registered	75/359665 19-Sep-1997	13-Apr-1999 2238321	13-Apr-2009	01-Jan-1996
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Country: United States of America	Owner: UniGroup, Inc.						
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Classes: 39

Tuesday, November 16, 1999

Trademark List

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Client: 40083 Pinnacle Group Associates, Inc

Trademark Name	Attorney(s)	Client/Matter	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
DESTINATION AMERICA	MS CNB	40083/14376	Registered	75/159271	06-May-1997	06-May-2007	01-May-1996
Country: United States of America							
Owner: UniGroup, Inc.							
Classes: 35							
GREATFINDS	MS CNB	40083/14205	Registered	74/515378	09-May-1995	09-May-2005	15-Aug-1993
Country: United States of America							
Owner: UniGroup, Inc.							
Classes: 35							
HOME MARKETING MANAGEMENT	MS CNB	40083/14207	Registered	733452	27-Jun-1989	27-Jun-2009	01-May-1986
Country: United States of America							
Owner: UniGroup, Inc.							
Classes: 16							
MISCELLANEOUS DESIGN (Three overlap	MS CNB	40083/14209	Registered	75/077419	22-Apr-1997	22-Apr-2007	01-Mar-1996
Country: United States of America							
Owner: UniGroup, Inc.							
Classes: 35							
ONESOURCE	MS CNB	40083/14211	Registered	74/537424	25-Jun-1996	25-Jun-2006	
Country: United States of America							
Owner: UniGroup, Inc.							
Classes: 35							
PINNACLE GROUP ASSOCIATES	MS CNB	40083/14212	Pending	75/385140			
Country: United States of America							
Owner: UniGroup, Inc.							
Classes: 35							
PREVIEW	MS CNB	40083/14213	Registered	75/154430	17-Feb-1998	17-Feb-2008	01-Aug-1995
Country: United States of America							
Owner: UniGroup, Inc.							
Classes: 35							
PRUDENT BUYER WORKSHEET	MS CNB	40083/14214	Registered	73/803058	03-Jul-1990	03-Jul-2000	01-Dec-1986
Country: United States of America							
Owner: UniGroup, Inc.							
Classes: 16							

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Trademark List

Page: 1

Client: 40086 UniGroup, Inc.

Trademark Name	Attorney(s)	Client/Matter	Status	Application Number / Filing Date	Registration Number/Date	Renewal Date	First Use Date
MISCELLANEOUS DESIGN (V)	MS CNB	40086/14201	Published	75/445680			

Country: United States of America

Owner: UniGroup, Inc.

06-Mar-1998

Classes: 36

TOTAL TRANSPORTATION SERVICES, I MS CNB 40086/14200

Pending

75/562292

27-Oct-1997

Country: United States of America

Owner: UniGroup, Inc.

30-Sep-1998

Classes: 39

UNIGROUP MS CNB 40086/14203

Registered

75/203404

20-Oct-1998

20-Oct-2008

Country: United States of America

Owner: UniGroup, Inc.

25-Nov-1996

2197041

Classes: 35, 36, 42

UNIGROUP MS CNB 40086/14202

Registered

75/318704

24-Nov-1998

24-Nov-2008

Country: United States of America

Owner: UniGroup, Inc.

02-Jul-1997

2205226

Classes: 35

VANLNER MS CNB 40086/14204

Published

75/445681

Country: United States of America

Owner: UniGroup, Inc.

06-Mar-1998

Classes: 36

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Trademark List

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Client: 40084 Unigroup Worldwide, Inc.

Trademark Name	Attorney(s)	Client/Matter	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
ATTACHE SERVICES	MS CNB	40084/14066	Registered	74-345241	02-Aug-1994	02-Aug-2004	

Country: United States of America  
Owner: UniGroup, Inc.

Classes: 39

EXTRAPRO	MS	40084/14067	Published	75/581305			01-Oct-1998
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Country: United States of America  
Owner: UniGroup, Inc.

Classes: 36

UNIGROUP WORLDWIDE	MS CNB	40084/14068	Registered	75/318705	01-Dec-1998	01-Dec-2008	01-Jan-1997
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Country: United States of America  
Owner: UniGroup, Inc.

Classes: 35 & 39

UNIGROUP WORLDWIDE & DESIGN	MS CNB	40084/14069	Registered	75/318706	01-Dec-1998	01-Dec-2008	01-Jan-1997
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Country: United States of America  
Owner: UniGroup, Inc.

Classes: 35 & 39

UNIGROUP WORLDWIDE CERTIFIED MOMS	CNB TIM	40084/15251	Pending	75/729584			
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Country: United States of America  
Owner: UniGroup, Inc.

Classes: 39

UNIGROUP WORLDWIDE CONNECT	MS	40084/T0000	Unfiled				
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Country: United States of America  
Owner: UniGroup, Inc.



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Trademark List

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ge: 2

Client: 40085 United Van Lines, Inc.

Trademark Name	Attorney(s)	Client/Matter	Status	Application Number	Filing Date	Registration Number/Date	Renewal Date	First Use Date
ACQUOTE	MS CNB	40085/14346	Registered	75-125,056	25-Jun-1996	17-Jun-1997 2071724	17-Jun-2007	01-Oct-1995
Country: United States of America Owner: UniGroup, Inc. Classes: 9, 39								
AIS	MS CNB	40085/14347	Registered	697975	27-Nov-1987	05-Sep-1989 1554441	05-Sep-2009	01-Sep-1985
Country: United States of America Owner: UniGroup, Inc. Classes: 9, 42								
AMERICAS #1 FAMILY MOVER	MS CNB	40085/14348	Registered	75/203,406	25-Nov-1996	08-Sep-1998 2188620	08-Sep-2008	01-Apr-1988
Country: United States of America Owner: UniGroup, Inc. Classes: 39								
AMERICAS #1 FAMILY MOVER	MS CNB	40085/14349	Registered	75/203,407	25-Nov-1996	02-Jun-1998 2162955	02-Jun-2008	01-Apr-1994
Country: United States of America Owner: UniGroup, Inc. Classes: 39								
BETTE MALONE	MS CNB	40085/14350	Registered	032428	21-Jun-1957	18-Aug-1959 683800	18-Aug-2009	09-Nov-1956
Country: United States of America Owner: UniGroup, Inc. Classes: 39								
CAREVAN	MS CNB	40085/14352	Registered	75/270,412	07-Apr-1997	11-Aug-1998 2181533	11-Aug-2008	
Country: United States of America Owner: UniGroup, Inc. Classes: 39								
FASTPATH	MS CNB	40085/14353	Registered	74/280861	03-Jun-1992	12-Oct-1993 1798218	12-Oct-2003	27-Mar-1992
Country: United States of America Owner: UniGroup, Inc. Classes: 39								
GOLDEN GUARANTEE	MS CNB	40085/14354	Registered	360485	19-Apr-1982	06-Dec-1983 1260225	06-Dec-2003	
Country: United States of America Owner: UniGroup, Inc. Classes: 39								

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### Trademark List

Client: 40085 United Van Lines, Inc.

Trademark Name	Attorney(s)	Client/Matter	Status	Application Number / Filing Date	Registration Number/Date	Renewal Date	First Use Date
MISCELLANEOUS DESIGN (STRIPES)	MS CNB	40085/14474	Registered	75/202141 / 21-Nov-1996	07-Jul-1998 / 2170851	07-Jul-2008	15-Oct-1987
Country: United States of America Owner: UniGroup, Inc. Classes: 39							
MISCELLANEOUS DESIGN (TRUCK STRI MS CNB		40085/14475	Registered	75/202142 / 21-Nov-1996	14-Jul-1998 / 2172358	14-Jul-2008	01-Nov-1976
Country: United States of America Owner: UniGroup, Inc. Classes: 39							
MOVING WITH CARE EVERYWHERE MS CNB		40085/14477	Registered	078097 / 20-Jul-1959	06-Sep-1960 / 704102	06-Sep-2000	
Country: United States of America Owner: UniGroup, Inc. Classes: 39							
PEAK FLEET MS CNB		40085/14480	Registered	75/270413 / 07-Apr-1997	11-Aug-1998 / 2181534	11-Aug-2008	01-Mar-1997
Country: United States of America Owner: UniGroup, Inc. Classes: 39							
QUALITY MOVES AROUND THE WORLD MS CNB		40085/14481	Registered	75/203405 / 25-Nov-1996	16-Dec-1997 / 2121442	16-Dec-2007	01-May-1994
Country: United States of America Owner: UniGroup, Inc. Classes: 39							
RELOCATION SERVICES AND MAP DESI MS CNB		40085/14484	Registered	75/202140 / 21-Nov-1996	09-Jun-1998 / 2163437	09-Jun-2008	19-Jul-1996
Country: United States of America Owner: UniGroup, Inc. Classes: 39							
RENT-A-PRO MS CNB		40085/14485	Registered	692400 / 29-Oct-1987	05-Jul-1988 / 1495415	05-Jul-2008	
Country: United States of America Owner: UniGroup, Inc. Classes: 39							
SAFE-GUARD MS CNB		40085/14486	Registered	087460 / 16-Dec-1959	09-Aug-1980 / 702716	09-Aug-2000	
Country: United States of America Owner: UniGroup, Inc. Classes: 39							

Tuesday, November 16, 1999

Trademark List

Page: 3

Client: 40085 United Van Lines, Inc.

Trademark Name	Attorney(s)	Client/Matter	Status	Application Number	Registration Number/Date	Renewal Date	First Use Date
SAFETRAK	MS	40085/00000	Unfiled				

Country: United States of America Owner: UniGroup, Inc.

THE QUALITY SHOWS IN EVERY MOVE	MS CNB	40085/14488	Registered	730795	19-Sep-1989	19-Sep-2009	16-Oct-1992
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Country: United States of America Owner: UniGroup, Inc.

Classes: 39

TRANS ADVANTAGE AND DESIGN	MS CNB	40085/14489	Published	75/402622			
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Country: United States of America Owner: UniGroup, Inc.

Classes: 35, 37, 39

UNITED	MS CNB	40085/14491	Registered	73/089448	26-Apr-1977	26-Apr-2007	
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Country: United States of America Owner: UniGroup, Inc.

Classes: 39

UNITED	MS CNB	40085/14492	Registered	74/070963	14-Sep-1993	14-Sep-2003	
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Country: United States of America Owner: UniGroup, Inc.

Classes: 39

UNITED (STACKED)	MS CNB	40085/14494	Registered	220432	21-Apr-1981	21-Apr-2001	
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Country: United States of America Owner: UniGroup, Inc.

Classes: 39

UNITED VAN LINES AND DESIGN	MS CNB *	40085/14495	Registered	027151	21-Jun-1960	21-Jun-2000	
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Country: United States of America Owner: UniGroup, Inc.

Classes: 39

UNITED'S STERLING SYSTEM	MS CNB	40085/14496	Registered	735821	14-Mar-1989	14-Mar-2009	
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Country: United States of America Owner: UniGroup, Inc.

Classes: 09

Tuesday, November 16, 1999

**Trademark List**

Page: 4

Client: 40085 United Van Lines, Inc.

Trademark Name	Attorney(s)	Client/Matter	Status	Application Number / Filing Date	Registration Number/Date	Renewal Date	First Use Date
VANSTAR	MS CNB	40085/14497	Registered	74/504007 74-Mar-1994	04-Mar-1997 2042200	04-Mar-2007	05-Apr-1994
Country: United States of America							
Owner: UniGroup, Inc.							
Classes: 38							

## COLLATERAL AGENCY AGREEMENT

COLLATERAL AGENCY AGREEMENT (the "*Agreement*"), dated as of June 23, 2000 (the "*Effective Date*") among the lenders party hereto (the "*Lenders*"), BANK OF AMERICA, N.A. ("*Bank of America*") and BANK ONE, NA ("*Bank One*"). Capitalized terms used herein and not specifically defined herein shall have the meanings ascribed to them in the Credit Agreement (as defined below) or the Intercreditor Agreement (as defined below).

WITNESSETH:

WHEREAS, certain of the Lenders are party to that certain Second Amended and Restated Credit Agreement dated as of June 23, 2000 by and among UniGroup, Inc., a Missouri corporation, as Borrower, the lenders party thereto (the "*Bank Lenders*"), Bank One, as Agent for the lenders and Commerce Bank, N.A. and First Union National Bank, as Co-Agents (as amended and as the same may be further amended, modified, supplemented and restated from time to time, the "*Credit Agreement*");

WHEREAS, the Lenders are party to that certain Second Amended and Restated Intercreditor Agreement and Collateral Agency Agreement dated as of November 23, 1999 by and among The Prudential Life Insurance Company of America, the lenders named therein, Bank of America, in its capacity as collateral agent for the Bank Lenders and for the Noteholders (as defined therein) (as amended, modified, supplemented and restated from time to time, the "*Intercreditor Agreement*");

WHEREAS, the Intercreditor Agreement provides that Bank of America shall serve as Collateral Agent for the Bank Lenders and the holders of the Shelf Notes and Prudential Notes, and their successors and assigns;

WHEREAS, Bank of America desires to resign as Collateral Agent for the Bank Lenders and the holders of the Shelf Notes and Prudential Notes, and the Required Lenders under the Intercreditor Agreement desire to appoint Bank One to serve as Collateral Agent for the Lenders and the holders of the Shelf Notes and Prudential Notes; and

WHEREAS, Bank One is willing to serve as Collateral Agent for the Lenders and the holders of the Shelf Notes and Prudential Notes pursuant to the Intercreditor Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, the parties hereto agree as follows:

SECTION 1. Replacement of Collateral Agent. As of the Effective Date, Bank of America resigns as Collateral Agent for the Bank Lenders and the holders of the Shelf Notes and Prudential Notes under the Intercreditor Agreement and the Required Lenders appoint Bank

One, pursuant to Section 4.09 of the Intercreditor Agreement, as Collateral Agent for the Bank Lenders and the holders of the Shelf Notes and Prudential Notes under the Intercreditor Agreement. Bank One hereby accepts such appointment and agrees to be bound by and to perform all of the rights, powers, privileges and duties of the Collateral Agent. Subject to Section 2 hereof, as of the Effective Date, Bank of America shall be discharged from its duties and obligations as Collateral Agent under the Intercreditor Agreement, the Credit Agreement, the Collateral Documents and the Credit Documents, but shall retain all rights under Sections 4.07, 4.08 and 4.11 of the Intercreditor Agreement with respect to all events prior to the Effective Date.

SECTION 2. Transfer of Collateral. The Required Lenders hereby direct Bank of America, on or promptly after the Effective Date (a) to transfer, assign and convey to Bank One, in its capacity as Collateral Agent for the Bank Lenders and the holders of the Shelf Notes and the Prudential Notes under the Intercreditor Agreement, any and all Collateral held by it pursuant to the Collateral Documents and the Credit Documents in its capacity as Collateral Agent, (b) to execute any and all instruments, agreements and other documents, including assignments of UCC financing statements, and to take such actions as may be reasonably requested by Bank One or the Required Lenders from time to time to properly transfer, assign and convey such Collateral to Bank One, as Collateral Agent for the Lenders and (c) to deliver such information relating to the Collateral and the administration of the Loans to Bank One as Bank One or the Required Lenders may reasonably request, provided that Bank of America shall be reimbursed for its reasonable out-of-pocket expenses and reasonable attorneys fees incurred in its capacity as Collateral Agent prior to the Effective Date or in connection with this Section 2.

SECTION 3. Collateral Documents and Credit Documents. All references in the Intercreditor Agreement, the Credit Agreement, the Collateral Documents and the other Credit Documents to Bank of America in its capacity as Collateral Agent shall from and after the Effective Date refer to Bank One in its capacity as Collateral Agent for the Lenders and the holders of the Shelf Notes and Prudential Notes under the Intercreditor Agreement. Except as specifically amended herein, the Intercreditor Agreement, the Credit Agreement, the Credit Documents and the Collateral Documents and all other documents, instruments and agreements executed in connection therewith shall remain in full force and effect. The execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of the Lenders, nor constitute a waiver of any provision of the Intercreditor Agreement, the Credit Agreement, the Credit Documents or the Collateral Documents or any of the other documents, instruments and agreements executed in connection therewith.

SECTION 4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (including, without limitation, 735 ILCS 105/5-1 *et seq.*, but otherwise without regard to the conflict of laws provisions) of the State of Illinois.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties hereto in any number of counterparts (including telecopy counterparts), each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

**BANK ONE, NA**, individually and in its capacity as Agent and Collateral Agent

By: *Dennis Saletta*  
Name: DENNIS SALETTA  
Title: First Vice President

**BANK OF AMERICA, N.A.**, individually and in its capacity as resigning Collateral Agent

By: *Leslie Reuter*  
Name:  
Title: **Leslie Reuter  
Managing Director**

**COMMERCE BANK, N.A.**, individually and in its capacity as Co-Agent

By: \_\_\_\_\_  
Name:  
Title:

**FIRST UNION NATIONAL BANK**, individually and in its capacity as Co-Agent

By: \_\_\_\_\_  
Name:  
Title:

**FIRSTAR BANK, N.A.**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

**BANK ONE, NA, individually and in its capacity as Agent and Collateral Agent**

By: \_\_\_\_\_  
Name:  
Title:

**BANK OF AMERICA, N.A., individually and in its capacity as resigning Collateral Agent**

By: \_\_\_\_\_  
Name:  
Title:

**COMMERCE BANK, N.A., individually and in its capacity as Co-Agent**

By: J. White  
Name: William White  
Title: Senior Vice President

**FIRST UNION NATIONAL BANK, individually and in its capacity as Co-Agent**

By: \_\_\_\_\_  
Name:  
Title:

**FIRSTAR BANK, N.A.**

By: \_\_\_\_\_  
Name:  
Title:

Signature Page to Collateral Agency Agreement



IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

**BANK ONE, NA**, individually and in its capacity as Agent and Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

**BANK OF AMERICA, N.A.**, individually and in its capacity as resigning Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

**COMMERCE BANK, N.A.**, individually and in its capacity as Co-Agent

By: \_\_\_\_\_  
Name:  
Title:

**FIRST UNION NATIONAL BANK**, individually and in its capacity as Co-Agent

By: *Ron R. Ferguson*  
Name: *Ron R. FERGUSON*  
Title: *Sr. V.P.*

**FIRSTAR BANK, N.A.**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

**BANK ONE, NA, individually and in its capacity as Agent and Collateral Agent**

By: \_\_\_\_\_  
Name:  
Title:

**BANK OF AMERICA, N.A., individually and in its capacity as resigning Collateral Agent**

By: \_\_\_\_\_  
Name:  
Title:


**COMMERCE BANK, N.A., individually and in its capacity as Co-Agent**

By: \_\_\_\_\_  
Name:  
Title:


**FIRST UNION NATIONAL BANK, individually and in its capacity as Co-Agent**

By: \_\_\_\_\_  
Name:  
Title:

**FIRSTAR BANK, N.A.**

By:   
Name: David H. Hester  
Title: Vice President

NATIONAL CITY BANK

By: 

Name: Sharon L. Johnston

Title: Vice President

GENERAL ELECTRIC CAPITAL  
CORPORATION

By: \_\_\_\_\_

Name:

Title:

MISSOURI STATE BANK

By: \_\_\_\_\_

Name:

Title:

UNION PLANTERS BANK

By: \_\_\_\_\_

Name:

Title:

THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA

By: \_\_\_\_\_

Name:

Title:

**NATIONAL CITY BANK**

By: \_\_\_\_\_  
Name:  
Title:

**GENERAL ELECTRIC CAPITAL  
CORPORATION**

By: Robert M. Kadlick  
Name: **ROBERT M. KADLICK**  
Title: **DULY AUTHORIZED SIGNATORY**

**MISSOURI STATE BANK**

By: \_\_\_\_\_  
Name:  
Title:

**UNION PLANTERS BANK**

By: \_\_\_\_\_  
Name:  
Title:

**THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA**

By: \_\_\_\_\_  
Name:  
Title:


**NATIONAL CITY BANK**

By: \_\_\_\_\_  
Name:  
Title:

**GENERAL ELECTRIC CAPITAL  
CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**MISSOURI STATE BANK**

By:   
Name: Mark E. Sauerwein  
Title: Vice President

**UNION PLANTERS BANK**

By: \_\_\_\_\_  
Name:  
Title:

**THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA**

By: \_\_\_\_\_  
Name:  
Title:

**NATIONAL CITY BANK**

By: \_\_\_\_\_  
Name:  
Title:

**GENERAL ELECTRIC CAPITAL  
CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**MISSOURI STATE BANK**

By: \_\_\_\_\_  
Name:  
Title:

**UNION PLANTERS BANK**

By: Carrie D. Silvestri  
Name: Anne D. Silvestri  
Title: Vice President

**THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA**

By: \_\_\_\_\_  
Name:  
Title:

**NATIONAL CITY BANK**

By: \_\_\_\_\_  
Name:  
Title:

**GENERAL ELECTRIC CAPITAL CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**MISSOURI STATE BANK**

By: \_\_\_\_\_  
Name:  
Title:

**UNION PLANTERS BANK**

By: \_\_\_\_\_  
Name:  
Title:

**THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**

By: W. Brad Winegar  
Name: W. Brad Winegar  
Title: Vice President

WFB

Signature Page to Collateral Agency Agreement

\*\*\* TOTAL PAGE. 05 \*\*\*

\*\*\* TOTAL PAGE. 05 \*\*\*

**NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS**

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of November 23, 1999 (the "Security Agreement") by and among the Obligor party thereto (each an "Obligor" and collectively, the "Obligors") and Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the Secured Parties referenced therein (the "Secured Parties"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Collateral Agent for the ratable benefit of the Secured Parties:

TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied For</u>	<u>Date of Trademark Application</u>
Pending	NET TRAC	5/12/2000
Pending	SURETRAK	5/12/2000

The Obligor and the Collateral Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

UNITED VAN LINES, LLC  
(successor to United Van Lines, Inc.)

By: Donald E. Ellington  
Name: DONALD E. ELLINGTON  
Title: CHIEF FINANCIAL OFFICER

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By: Leslie Reuter  
Name: Leslie Reuter  
Title: Managing Director

1412902

RECORDED: 03/13/2003

TRADEMARK  
REEL: 002690 FRAME: 0032