

04-28-2004

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌ ▼

REC
TI



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

102731480

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

4/29/04

1. Name of conveying party(ies):

The Bekins Company
330 South Mannheim Road
Hillside, Illinois 60162

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 4/21/04

2. Name and address of receiving party(ies)

Name: Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.

Street Address: 222 N. LaSalle St., Suite 1600

City: Chicago State: IL Zip: 60601

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____
Please see attached Schedule A

B. Trademark Registration No.(s) _____
Please see attached Schedule A

Additional number(s) attached Yes No

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

Name: Catherine Ho

Internal Address: _____

Street Address: Vedder, Price
222 North LaSalle Street, Suite 2400

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: _____

15

7. Total fee (37 CFR 3.41).....\$ 390.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Catherine Ho
Name of Person Signing

Signature

April 27, 2004
Date

Total number of pages including cover sheet, attachments, and document: 7

04/28/2004 6TON11 00000054 76499378

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8521
02 FC:8522

40.00 OP
350.00 OP

TRADEMARK
REEL: 002956 FRAME: 0922

SCHEDULE A**TRADEMARK APPLICATIONS**

<u>TRADEMARK DESCRIPTION</u>	<u>REGISTRATION NO. & REGISTRATION DATE</u>	<u>APPLICATION NO. & FILING DATE</u>
BRINGING IT HOME	PENDING	<u>76/499378</u> 3/11/2003
DIRECTWARE	PENDING	76/502262 3/26/2003

TRADEMARK REGISTRATIONS

<u>TRADEMARK DESCRIPTION</u>	<u>REGISTRATION NO. & REGISTRATION DATE</u>	<u>APPLICATION NO. & FILING DATE</u>
BEKINS STOR'N MOR	,1497,103 7/19/1988	73/653219 4/6/1987
THE NO EXCUSE MOVE	1,200,685 7/6/1982	73/295788 2/5/1981
TIMELOK	1,281,891 6/12/1984	73/420547 4/7/1983
BEKINS	0,618,004 12/20/1955	71/662777 3/17/1954
BEKINS WORLDWIDE SOLUTIONS	2,762,203 9/9/2003	76/081515 6/29/2000
HOMEDIRECTUSA	2,584,285 6/25/2002	75/796565 9/10/1999
BEKINS	0,659,670 3/25/1958	72/024315 2/13/1957
BEKINS	2,427,605 2/6/2001	75/783764 8/24/1999
EXHIBIT CONFIDENCE	2,550,600 3/19/2002	75/783773 8/24/1999
HIGH VALUE. DELIVERED.	2,719,752 5/27/2003	76/142712 10/6/2000
WE DELIVER ON YOUR REPUTATION	2,446,550 4/24/2001	76/051822 5/19/2000
BWS LOGISTICS	2,784,607 11/18/2003	76/080661 6/30/2000
BEKINS TRADESHOW SERVICES	2,455,005 5/29/2001	75/915701 2/9/2000

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 21st day of April, 2004 by The Bekins Company, a Delaware corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H:

WHEREAS, Grantor, Bekins Van Lines Co., a Nebraska corporation ("Bekins Co."), Bekins Van Lines, LLC, a Delaware limited liability company ("Bekins LLC"), Bekins Worldwide Solutions, Inc., a Delaware corporation ("Worldwide Solutions"), Bekins Independence Forwarders, Inc., an Illinois corporation ("Bekins Independence"), Bekins Liberty Forwarders, Inc., an Illinois corporation ("Bekins Liberty"), Bekins Heritage Transport, Inc., an Illinois corporation ("Bekins Heritage"), Bekins Century Forwarding, Inc., a California corporation ("Bekins Century" and together with Grantor, Bekins Co., Bekins LLC, Worldwide Solutions, Bekins Independence, Bekins Liberty, Bekins Heritage and Bekins Century being hereinafter referred to as, "Borrowers") and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Borrowers and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule I annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

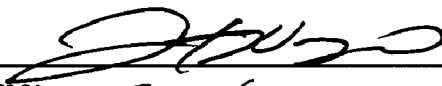
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

(Signature Page Follows)

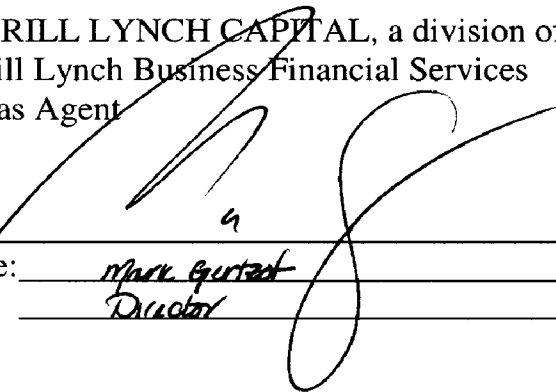
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

THE BEKINS COMPANY

By: 
Name: James Vargo
Title: Assistant Treasurer

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services
Inc., as Agent

By: 
Name: Mark Gurtak
Title: Director

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 21st day of April, 2004 by James Vargo, personally known to me to be the Assistant Treasurer of The Bekins Company, a Delaware corporation, on behalf of such corporation.

(SEAL)



_____ *Catherine Ho* _____
Notary Public

My Commission Expires: 8/1/06

SCHEDULE I**TRADEMARK APPLICATIONS**

<u>TRADEMARK DESCRIPTION</u>	<u>REGISTRATION NO. & REGISTRATION DATE</u>	<u>APPLICATION NO. & FILING DATE</u>
BRINGING IT HOME	PENDING	76/499378 3/11/2003
DIRECTWARE	PENDING	76/502262 3/26/2003

TRADEMARK REGISTRATIONS

<u>TRADEMARK DESCRIPTION</u>	<u>REGISTRATION NO. & REGISTRATION DATE</u>	<u>APPLICATION NO. & FILING DATE</u>
BEKINS STOR'N MOR	,1497,103 7/19/1988	73/653219 4/6/1987
THE NO EXCUSE MOVE	1,200,685 7/6/1982	73/295788 2/5/1981
TIMELOK	1,281,891 6/12/1984	73/420547 4/7/1983
BEKINS	0,618,004 12/20/1955	71/662777 3/17/1954
BEKINS WORLDWIDE SOLUTIONS	2,762,203 9/9/2003	76/081515 6/29/2000
HOMEDIRECTUSA	2,584,285 6/25/2002	75/796565 9/10/1999
BEKINS	0,659,670 3/25/1958	72/024315 2/13/1957
BEKINS	2,427,605 2/6/2001	75/783764 8/24/1999
EXHIBIT CONFIDENCE	2,550,600 3/19/2002	75/783773 8/24/1999
HIGH VALUE. DELIVERED.	2,719,752 5/27/2003	76/142712 10/6/2000
WE DELIVER ON YOUR REPUTATION	2,446,550 4/24/2001	76/051822 5/19/2000
BWS LOGISTICS	2,784,607 11/18/2003	76/080661 6/30/2000
BEKINS TRADESHOW SERVICES	2,455,005 5/29/2001	75/915701 2/9/2000