

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bekins Holidng Corporation		12/12/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	209 South LaSalle Street
Internal Address:	Suite 410
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	618004	BEKINS
Registration Number:	659670	BEKINS
Registration Number:	2427605	BEKINS
Registration Number:	1497103	BEKINS STOR'N MOR
Registration Number:	2455005	BEKINS TRADESHOW SERVICES
Registration Number:	2762203	BEKINS WORLDWIDE SOLUTIONS
Registration Number:	1949943	CLIMATE-RITE
Registration Number:	2550600	EXHIBIT CONFIDENCE
Registration Number:	2903179	LOKBOX
Registration Number:	1352121	SETTLE IN SERVICES
Registration Number:	1200685	THE NO EXCUSE MOVE
Serial Number:	78650407	ENCOMPASS THE EVOLUTION IN RELOCATION
Serial Number:	78507464	TRUST GOES A LONG WAY

CH \$340.00 618004

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-609-7838
Email: tsettle@vedderprice.com
Correspondent Name: Tammy S. Settle
Address Line 1: 222 North LaSalle Street
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	37560.00.0004/TSS
NAME OF SUBMITTER:	Tammy S. Settle
Signature:	/tsettle/
Date:	04/03/2006

Total Attachments: 9
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TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of December 12, 2005 made by BEKINS HOLDING CORP., a Delaware corporation, having its chief executive office at 330 South Manheim Road, Hillside, Illinois 60162 ("Pledgor"), and U.S. Bank National Association, a national banking association (the "Bank").

WITNESSETH:

WHEREAS, Pledgor, Bekins Van Lines Operations, LLC, Bekins Van Lines, LLC, Bekins Independence Forwarders, Inc., Bekins Liberty Forwarders, Inc., Bekins Heritage Transport, Inc., Bekins Century Forwarding, Inc., The Primary Source for Transportation Services, Inc. and The Primary Source for Pricing, LLC (each referred to as a "Borrower" and collectively referred to as the "Borrowers") have entered into a Loan and Security Agreement of even date herewith (as amended or otherwise modified from time to time, the "Loan Agreement") with the Bank, pursuant to which the Bank has agreed, among other things, to make loans to the Borrowers; and

WHEREAS, the Bank has required as a condition, among others, to the making of the Loans to Borrowers, in order to secure the prompt and complete payment, observance and performance of all of each Borrower's obligations and liabilities hereunder, under the Loan Agreement, and under all of the other instruments, documents and agreements executed and delivered by Borrowers to Bank, in connection with the Loan Agreement (all such obligations and liabilities being hereinafter referred to collectively as the "Obligations"), that Pledgor execute and deliver this Agreement to the Bank.

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

I. Defined Terms.

- A. Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.
- B. The words "hereof," "herein" and "hereunder" and words like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.
- C. All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

II. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Pledgor hereby grants to the Bank, a first priority security interest in, having priority over all other security interests, with power of sale to

the extent permitted by applicable law, all of Pledgor's now owned or existing and filed and hereafter acquired or arising and filed:

1. trademarks, registered trademarks and trade mark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trade marks, trademark applications, registered service marks and service applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Pledgor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

2. the goodwill of Pledgor's business connected with and symbolized by the Trademarks; and

3. license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether Pledgor is a licensor or licensee under any such license agreement, including but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in, connection with the enforcement of Bank's rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms expressly prohibits the grant of the security interest contemplated by this Agreement.

III. Restrictions on Future Agreements. Pledgor will not, without the Bank's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to the Bank, under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of Pledgor's business.

IV. New Trademarks. Pledgor represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the trademarks, trademark registrations, trademark applications, tradenames, service marks, service mark registrations, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, tradenames, service marks, registered service marks and service mark applications now owned or held by Pledgor. If, prior to the termination of this

Agreement, Pledgor shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registration, service mark applications or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, trade name, service mark, service mark registration or service mark application, the provisions of Section 2 shall automatically apply thereto and Pledgor shall give to the Bank prompt written notice thereof. Pledgor hereby authorizes the Bank to modify this Agreement by (i) amending Schedules A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, service mark registrations, service mark applications and trade names that are Trademarks or Licenses under Section 2, or under this Section 4, and (ii) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future trade marks, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 2 or this Section 4.

V. Royalties. Pledgor hereby agrees that the use by the Bank of the Trademarks and Licenses as authorized hereunder shall be co-extensive with Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Bank to Pledgor. [DISCUSS]

VI. Nature and Continuation of the Bank's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Loan Agreement terminated. Upon payment in full of the Obligations and termination of the Loan Agreement, the Bank shall promptly execute and deliver to Borrowers, at Borrowers' expense, all termination statements and other instruments as may be necessary or proper to terminate the Bank's security interests created hereby and pursuant to the Loan Agreement.

VII. Right to Inspect; Further Assignments and Security Interests. Pledgor will maintain the quality of any Trademarks which are used, consistent with commercially reasonable business practices. From and after the occurrence of an Event of Default, and subject to the terms of the Loan Agreement Pledgor agrees that the Bank or a conservator appointed by the Bank, shall have the right to establish such reasonable additional product quality controls as the Bank or such conservator, in its sole judgment may deem necessary to assure maintenance of the quality of products sold by Pledgor under the Trademarks. Pledgor agrees not to sell or assign its respective interests in the Trademarks and provide the Bank with updates to Schedule B upon any future license under the Trademarks.

VIII. Duties of Pledgor. Pledgor shall have the duty, in Pledgor's reasonable business judgment (i) to prosecute diligently any trademark applications or service mark applications that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this

Agreement, (ii) to make applications for trademarks and service marks as Pledgor deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Pledgor's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Pledgor. The Bank shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, the Bank shall be under no obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of Pledgor and added to the Obligations secured hereby.

IX. Bank's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Loan Agreement, the Bank shall have the right but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if the Bank shall commence any such suit, Pledgor shall, at the reasonable request of the Bank, do any and all lawful acts and execute any and all proper documents required by the Bank in aid of such enforcement. Pledgor shall, upon demand, promptly reimburse and indemnify the Bank for all costs and reasonable expenses incurred by the Bank in the exercise of its rights under this Section 9 (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, the Bank is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

X. Waivers. No course of dealing between Pledgor and the Bank, and no failure to exercise or delay in exercising on the part of the Bank any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver of any of the Bank's rights, powers or privileges. No single or partial exercise of any right power or privilege hereunder or under the Loan Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

XI. Bank's Exercise of Rights and Remedies upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Bank may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, Pledgor acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and the Bank shall have the right to exercise its rights under the Loan Agreement with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein subject to the terms herein, and (ii) from and after the occurrence and during the continuance of an Event of Default, the Bank or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or otherwise in connection with the conduct of Pledgor's business.

XII. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

XIII. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 2 and 4 hereof or by a writing signed by the parties hereto.

XIV. Cumulative Remedies; Power of Attorney. All of the Bank's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Pledgor hereby irrevocably appoints the Bank as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise to carry out the acts described below. Subject to the terms of the Loan Agreement, upon the occurrence and during the continuance of an Event of Default and the giving by the Bank of written notice to Pledgor of the Bank's intention to enforce its rights and claims against Pledgor, Pledgor hereby authorizes the Bank to, in its sole discretion (i) endorse Pledgor's name on all applications, documents, papers and instruments necessary or desirable for the Bank in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as the Bank deems is in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Bank under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. The Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

XV. Binding Effect: Benefits. This Agreement shall be binding upon Pledgor and its successors and assigns, and shall inure to the benefit of the Bank and its nominees, successors and assigns. Pledgor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Pledgor; provided, however that Pledgor shall not voluntarily assign its obligations hereunder without the prior written consent of the Bank.

XVI. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois.

XVII. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

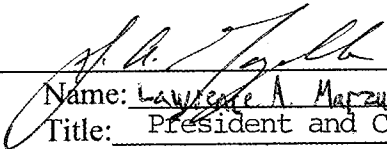
XVIII. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

XIX. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(Signature Page to Trademark and License Security Agreement)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

BEKINS HOLDING CORP.

By: 
Name: Lawrence A. Marzullo
Title: President and CEO

Accepted and agreed to as of this 12th
day of December, 2005

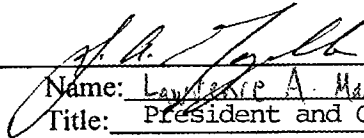
U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

(Signature Page to Trademark and License Security Agreement)

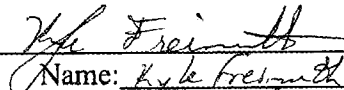
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BEKINS HOLDING CORP.

By: 
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Title: President and CEO

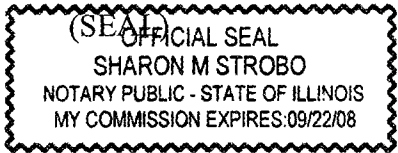
Accepted and agreed to as of this 12th
day of December, 2005

U.S. BANK NATIONAL ASSOCIATION

By: 
Name: Kyle Freimuth
Title: VP

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 9th day of December, 2005 by Lawrence A. Marzullo, personally known to me to be the Pres. and CEO of BEKINS HOLDING CORP., a Delaware corporation, on behalf of such corporation.



Sharon M. Strobo
Notary Public

My Commission Expires: 9-22-08

Trademarks

<u>Trademark</u>	<u>Reg. #</u>	<u>JURISDICTION</u>	<u>Type</u>		<u>Class</u> <u>Expiration</u>
BEKINS(stylized)	618, 004	USA	Service Mark	39	12/20/05
BEKINS	659, 670	USA	Trade Mark	2	3/25/08
BEKINS (stylized) for Tradeshows	2,427,605	USA	Service Mark	39	2/6/2011
BEKINS moving and storage	29838	CA	Service Mark	39	7/20/07
BEKINS STOR' N MOR	1,497,103	USA	Service Mark	39	7/19/08
BEKINS TRADESHOW SERVICES	2,455,005	USA	Service Mark	39	5/29/2011
BEKINS WORLDWIDE SOLUTIONS	2,762,203	USA	Service Mark	35,39	9/9/2013
CLIMATE-RITE	1,949,943	USA	Service Mark	39	1/23/06
EXHIBIT CONFIDENCE	2,550,600	USA	Service Mark	39	3/19/2012
LOKBOX	16245	CA	Service Mark	105	4/15/2013
LOKBOX	2,903,179	USA	Service Mark	39	11/16/2014
SETTLE-IN SERVICES (design)	1,352,121	USA	Service Mark	39	7/30/05
THE NO EXCUSE MOVE	1,200,685	USA	Service Mark	39	7/6/2012
APPLIED FOR:					
en COMPASS & Design	78/650407	USA	Service Mark	39	
TRUST GOES A LONG WAY	78/507464	USA	Service Mark	39	