

**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
Allied Van Lines, Inc.		03/17/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wells Fargo Capital Finance, LLC, as Agent
Street Address:	2450 Colorado Ave. Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	1583985	ALLIED
Registration Number:	0870642	1
Registration Number:	1903048	ALLIED
Registration Number:	0515823	ALLIED VAN LINES
Registration Number:	1957420	1
Registration Number:	2399376	ALLSTAR
Registration Number:	1558363	CAMIS
Registration Number:	2405106	EXPRESS 1
Registration Number:	2405105	EXPRESS1
Registration Number:	1209044	EXTRA CARE PROTECTION PLAN
Registration Number:	3250687	GLOBALCOM
Registration Number:	3585186	IMOVE.COM
Registration Number:	3345484	PRICED TO MOVE
Serial Number:	85163382	QUANTUM SALES

OP \$615.00 1583985

Registration Number:	3839199	RELOCATE YOUR THINKING
Serial Number:	77783755	RELOGENIUS
Registration Number:	1635690	SCAN!
Registration Number:	3461374	SIRVA
Registration Number:	3301871	SIRVA
Registration Number:	2870120	SIRVA
Registration Number:	2858430	SIRVA
Registration Number:	1540911	THE CAREFUL MOVERS
Registration Number:	3320652	TRIDENT
Registration Number:	3461375	WE'LL GET YOU FROM REAL ESTATE AGENT TO MORTGAGE TO MOVED IN.

**CORRESPONDENCE DATA**

Fax Number: (312)863-7865  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-201-3865  
Email: sharon.patterson@goldbergkohn.com  
Correspondent Name: Sharon Patterson, Paralegal  
Address Line 1: c/o Goldberg Kohn, Ltd., 55 E. Monroe St  
Address Line 2: Suite 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.261
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	03/17/2011

**Total Attachments: 6**  
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## **GRANT OF SECURITY INTEREST IN TRADEMARKS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of March 17, 2011 is made by ALLIED VAN LINES, INC., a Delaware corporation, located at c/o SIRVA Worldwide, Inc., 700 Oakmont Lane, Westmont, Illinois 60559 (the "Obligor"), in favor of WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, located at 2450 Colorado Ave, Suite 3000 West, Santa Monica, CA 90404, as Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of March 17, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Obligor, SIRVA WORLDWIDE, INC., a Delaware corporation ("SWI"), NORTH AMERICAN VAN LINES, INC., a Delaware corporation ("NAVL"), SIRVA RELOCATION LLC, a Delaware limited liability company (together with Obligor, SWI and NAVL, each a "Borrower", and collectively the "Borrowers"), and SIRVA, INC., a Delaware corporation.

### **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; and

WHEREAS, in connection with the Credit Agreement, the Borrowers, the Obligor and certain other subsidiaries of the Borrowers have executed and delivered a Guarantee and Collateral Agreement, dated as of March 17, 2011, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the 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 Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, 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. The 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 the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto and excluding any pending intent-to-use trademark application, until such time as a statement of use has been filed in connection therewith), together with, among other things, the goodwill of the business symbolized by or connected with the use of such Trademarks, the applications therefor and registrations thereof, 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 Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

Section 3. Purpose. This Agreement has been executed and delivered by the 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 Lenders 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 Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders 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 Agent pursuant to this Agreement, and the exercise of any right or remedy, by the Agent hereunder are subject to the provisions of that certain Intercreditor Agreement dated as of March 17, 2011 between Agent and Barclays Bank PLC, as Collateral Agent, as amended, restated, supplemented or otherwise modified pursuant to the terms thereof. 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.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 17 day of March, 2011.

ALLIED VAN LINES, INC.,  
as Obligor

By: Susan Hobson Kus  
Name: Susan Hobson Kus  
Title: Secretary

WELLS FARGO CAPITAL FINANCE, LLC,  
as Agent

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 17 day of March, 2011.

ALLIED VAN LINES, INC.,  
as Obligor

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

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WELLS FARGO CAPITAL FINANCE, LLC,  
as Agent

By: Justin Button  
Name: Justin Button  
Title: Vice President

## SCHEDULE A

### U.S. Trademark Registrations and Applications

Trademark	App./Reg. Number	Filing/Reg. Date
ALLIED & DESIGN	1,583,985	02/20/1990
1 and DESIGN	870,642	06/03/1969
ALLIED	1,903,048	07/04/1995
ALLIED VAN LINES	515,823	09/27/1949
1 & DESIGN (In Color)	1,957,420	02/20/1996
ALLSTAR	2,399,376	10/31/2000
CAMIS (Stylized)	1,558,363	09/26/1989
EXPRESS 1	2,405,106	11/21/2000
EXPRESS 1 (Stylized)	2,405,105	11/21/2000
EXTRA CARE PROTECTION PLAN	1,209,044	09/14/1982
GLOBALCOM	3,250,687	06/12/2007
IMOVE.COM	3,585,186	03/10/2009
PRICED TO MOVE	3,345,484	11/27/2007
QUANTUM SALES	85/163,382	10/28/2010
RELOCATE YOUR THINKING	3,839,199	08/24/2010
RELOGENIUS	77/783,755	10/05/2010
SCAN!	1,635,690	02/19/1991
SIRVA & Design	3,461,374	07/08/2008
SIRVA & Design (Solid Platinum ) (Class 35, 36, 39)	3,301,871	10/02/2007
SIRVA & Design (Class 35, 36, 39)	2,870,120	08/03/2004
SIRVA (Class 35, 36, 39)	2,858,430	06/29/2004
THE CAREFUL MOVERS	1,540,911	05/23/1989
TRIDENT	3,320,652	10/23/2007
WE'LL GET YOU FROM REAL ESTATE AGENT TO MORTGAGE TO MOVED IN	3,461,375	07/08/2008

### U.S. Trademark Exclusive Licenses

LICENSE/FRANCHISE AGREEMENTS
Franchise Agreement between Allied Van Lines and A.L. Movers Private Limited - India
Franchise Agreement between Allied Van Lines, Inc. and Adams Transport Co ApS - Denmark
Franchise Agreement between Allied Van Lines and Ahjin - Korea
Franchise Agreement between Allied Van Lines and Allied Arthur Pierre S.A. - Luxembourg
Franchise Agreement between Allied Van Lines, Inc. and Allied Pickfords B.V. - Russia
Franchise Agreement between Allied Van Lines and Allied Pickfords Költöztető és Szállító Korlátolt Felelősségű Társaság - Budapest
Franchise Agreement between Allied Van Lines, Inc. and Allied Pickfords Polska Sp.zoo - Poland
Franchise Agreement between Allied Van Lines, Inc. and Allied Pickfords S.R.O. - Czech Republic
Franchise Agreement between Allied Van Lines, Inc. and Altus Logistics (Vietnam) Ltd
Franchise Agreement between Allied Van Lines, Inc. and Circle Freight International (Bahrain) Co. WLL
Franchise Agreement between Allied Van Lines, Inc. and Executive International Movers (EIM) Co. Ltd

**LICENSE/FRANCHISE AGREEMENTS**

- Thailand

Franchise Agreement between Allied Van Lines and Five Star International Inc. - Japan

Franchise Agreement between Allied Van Lines, Inc. and International Freight Services - Qatar

Franchise Agreement between Allied Van Lines and Majortrans Flytte Service AS, Majortrans Norge AS, Majorstua Transportbyra AS, Majorstua Flyttebureau AS, and Scanvan AS - Norway

Franchise Agreement between Allied Van Lines, Inc. and Matrix Relocations EEOD - Bulgaria

Franchise Agreement between Allied Van Lines, Inc. and Matrix Relocations EEOD - Croatia

Franchise Agreement between Allied Van Lines and Matrix Relocations Ltd. - Greece

Franchise Agreement between Allied Van Lines and Matrix Relocations EEOD - Kosovo

Franchise Agreement between Allied Van Lines and Matrix Relocations EEOD - Montenegro

Franchise Agreement between Allied Van Lines, Inc. and Matrix Relocations EEOD - Serbia

Franchise Agreement between Allied International N.A. Inc and Pickfords Removals (South Africa) and Laser Transport Group (Pty) Ltd

Franchise Agreement between Allied Van Lines and PT Pacific Removindo Cilandak Commercial Estate - Indonesia

Franchise Agreement between Allied Van Lines and Quick Cargo; Khayat & Partners - Egypt

Franchise Agreement between Allied Van Lines, Inc. and Societate Comerciale Rilvan-Serv S.R.L. - Romania

Franchise Agreement between Allied Van Lines, Inc. and Spedimpex Iberica, S.A.

Franchise Agreement between Allied Van Lines and TEAM Relocations B.V. and Allied Varekamp B.V. - Netherlands

Franchise Agreement between Allied Van Lines, Inc. and TEAM Allied Czech Republic - Slovakia

Franchise Agreement between Allied Van Lines and TEAM Relocations GmbH

Franchise agreement between Allied Van Lines, Inc. and TEAM Relocations N.V.

Franchise Agreement between Allied Van Lines and Trademark Services International S.A. - Italy

Franchise Agreement between Allied Van Lines and Transeuro Desbordes and SIRVA France S.A. (anticipated to be changed to TEAM Relocations S.A.) - France

Franchise Agreement between Allied Van Lines, Inc. and Transworld International Van Lines Ltd - Taiwan

License Agreement between Allied Van Lines, Inc. and G-Inter Transportes Internacionais Ltda.

License Agreement between Allied Van Lines and Global Freight Systems Company W.L.L. - Kuwait