### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM306037 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS **NATURE OF CONVEYANCE:** 

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CORPORATE RELOCATION, LLC		05/15/2014	LIMITED LIABILITY COMPANY: TEXAS
SV-CRI HOLDINGS, LLC		05/15/2014	LIMITED LIABILITY COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Fifth Third Bank, as Agent		
Street Address:	222 South Riverside Plaza, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking Corporation: OHIO		

#### **PROPERTY NUMBERS Total: 2**

Property Type Number Word Mark		Word Mark
Registration Number:	2359915	CORPORATE RELOCATION, INC.
Serial Number:	86266527	CRINET

#### CORRESPONDENCE DATA

Fax Number: 3126095005

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

312-609-7943 Phone:

Email: skowalski@vedderprice.com

**Correspondent Name:** Sylvia Kowalski

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	31417.00.0089-SCHOENDORFF		
NAME OF SUBMITTER:	Sylvia Kowalski		
SIGNATURE:	/Sylvia Kowalski/		
DATE SIGNED:	05/30/2014		

#### **Total Attachments: 5**

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#### GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of May 15, 2014 is made by CORPORATE RELOCATION, LLC, a Texas limited liability company, and SV-CRI HOLDINGS, LLC, a Delaware limited liability company, located at 2325 East Beltine Road, Carrollton, Texas 75006 (the "Grantor"), in favor of FIFTH THIRD BANK, an Ohio banking corporation, as Agent (the "Agent") in connection with that certain Security Agreement dated as of May 15, 2014 among Grantor, the other "Grantors" party thereto, the Issuers party thereto and the Agent (as amended, restated, supplemented or modified from time to time, the "Security Agreement"). Capitalized terms not otherwise defined herein are being used herein as defined in the Security Agreement.

#### WITNESSETH:

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Lenders a continuing security interest in all Intellectual Property constituting Collateral, including the Trademarks listed on <u>Schedule A</u> hereto (the "Additional Intellectual Property"); and

WHEREAS, the Grantor 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 extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. <u>Grant of Security Interest</u>. The Grantor hereby grants a continuing security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, the Additional Intellectual Property) (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 2. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor 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 Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security 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

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Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. <u>Counterparts</u>. 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 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (INCLUDING, WITHOUT LIMITATION, 735 ILCS SECTION 105/5-1 ET SEQ., BUT OTHERWISE WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS.

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# (Signature Page to Grant of Security Interest In Trademark Rights)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**BORROWERS:** 

CORPORATE RELOCATION, LLC, a

Texas limited ligibility company

By\_

By

Adam Reeves

Vice President/Treasurer

SV-CRI HOLDINGS, LLC, a Delaware

limited liability company

Adam Reeves

Vice President/Treasurer

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# (Signature Page to Grant of Security Interest In Trademark Rights)

AGENT:

FIFTH THIRD BANK, an Ohio banking corporation

Vice President

**TRADEMARK** 

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## <u>SCHEDULE A</u> (To Grant Security Interest in Trademark Rights)

# U.S. and foreign Trademark Registrations and Applications AND U.S. AND FOREIGN EXCLUSIVE TRADEMARK LICENSES

Grantor	Date of Application	Trademark Serial Number	Trademark Registration Number	Date of Registration
Corporate Relocation, LLC	May 12, 1999	75703469	2359915	June 20, 2000
Corporate Relocation, LLC	April 29, 2014	86266527	Pending	Pending

RECORDED: 05/30/2014

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