

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409900

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALLIANCE RELOCATION SERVICES, LLC		11/22/2016	Limited Liability Company: DELAWARE
ALLIED VAN LINES, INC.		11/22/2016	Corporation: DELAWARE
GLOBAL VAN LINES, LLC		11/22/2016	Limited Liability Company: INDIANA
NORTH AMERICAN VAN LINES, INC.		11/22/2016	Corporation: DELAWARE
SIRVA RELOCATION LLC		11/22/2016	Limited Liability Company: DELAWARE
SMARTBOX SOLUTIONS, INC.		11/22/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT
<b>Street Address:</b>	30 HUDSON STREET, 36TH FLOOR
<b>City:</b>	JERSEY CITY
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07302
<b>Entity Type:</b>	BANK: UNITED STATES

## PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
<b>Registration Number:</b>	3243594	A ALLIANCE
<b>Registration Number:</b>	1957420	1
<b>Registration Number:</b>	870642	1
<b>Registration Number:</b>	1903048	ALLIED
<b>Registration Number:</b>	1583985	ALLIED
<b>Serial Number:</b>	87010437	1 ALLIED
<b>Serial Number:</b>	87010446	1
<b>Registration Number:</b>	515823	ALLIED VAN LINES
<b>Registration Number:</b>	1558363	CAMIS
<b>Registration Number:</b>	2405106	EXPRESS 1
<b>Registration Number:</b>	2405105	EXPRESS1

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1209044	EXTRA CARE PROTECTION
Registration Number:	3250687	GLOBALCOM
Registration Number:	3585186	IMOVE.COM
Registration Number:	4471199	QLAB
Registration Number:	4182782	RELOGENIUS
Serial Number:	87039495	SIRVA
Registration Number:	3301871	SIRVA
Registration Number:	2858430	SIRVA
Registration Number:	4706421	SIRVA WORLDWIDE RELOCATION & MOVING
Registration Number:	1540911	THE CAREFUL MOVERS
Registration Number:	3320652	TRIDENT
Registration Number:	897127	GLOBAL
Registration Number:	1119228	GLOBAL
Registration Number:	903656	GLOBAL
Serial Number:	87132024	GLOBAL VAN LINES
Serial Number:	86924303	GLOBAL VAN LINES
Serial Number:	87130781	GLOBAL VAN LINES
Registration Number:	948409	
Registration Number:	914752	
Registration Number:	4140924	DRIVER ROAD SERVICES
Registration Number:	1580611	E
Registration Number:	3533666	HOME TOUCH!
Registration Number:	2270122	HOME TOUCH!
Registration Number:	2230958	HOME-TO-HOME
Registration Number:	2976122	IF IT'S IMPORTANT TO YOU, IT'S IMPORTANT
Serial Number:	87010413	NORTHAMERICAN
Serial Number:	87010425	
Registration Number:	917431	NORTHAMERICAN
Registration Number:	1310419	NORTH AMERICAN INTERNATIONAL
Registration Number:	915264	NORTHAMERICAN VANLINES
Registration Number:	3291833	PRICELOCK
Registration Number:	3288883	PRICELOCK
Registration Number:	3923739	UPGRADE YOUR MOVE TO: BUSINESS CLASS
Registration Number:	1714226	WORLDTRAC
Registration Number:	4143981	BVO SUNSET
Registration Number:	3948386	COREGUARDAV
Registration Number:	2182901	FLEXFEE
Registration Number:	3948385	FLEXGUARD AV

Property Type	Number	Word Mark
Registration Number:	4103173	GLOBALCONNECTIONS
Registration Number:	4496247	LUMP SUM XPRESS
Registration Number:	3488637	RISKGUARD
Registration Number:	3488634	RISKGUARD AVX
Registration Number:	3488635	RISKGUARD BVX
Registration Number:	3948387	SECUREGUARDAV
Registration Number:	3986259	SELECTGUARDAV
Registration Number:	3938586	SIRVA LSX
Registration Number:	2142300	THE UNBUYOUT
Registration Number:	3935161	TOTAL RELOCATION ASSESSMENT CALCULATOR (
Registration Number:	3958654	TRAC
Registration Number:	3463094	SMARTBOX
Registration Number:	2864385	SMARTBOX A B
Registration Number:	3463097	SMARTBOX AB

**CORRESPONDENCE DATA**

**Fax Number:** 8668265420

*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.*

**Phone:** 301-638-0511

**Email:** ipresearchplus@comcast.net

**Correspondent Name:** IP Research Plus, Inc.

**Address Line 1:** 21 Tadcaster Circle

**Address Line 2:** attn: Penelope J.A. Agodoa

**Address Line 4:** Waldorf, MARYLAND 20602

**ATTORNEY DOCKET NUMBER:** crs1-41578

**NAME OF SUBMITTER:** Penelope J.A. Agodoa

**SIGNATURE:** /pja/

**DATE SIGNED:** 12/19/2016

**Total Attachments: 11**  
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of November 22, 2016, is made by each of the signatories party hereto (each, an "Obligor" and, collectively, the "Obligors"), in favor of GOLDMAN SACHS BANK USA, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent") (as defined in the Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among SIRVA WORLDWIDE, INC., a Delaware corporation (the "Borrower"), SIRVA, INC., a Delaware corporation ("Holdings"), the lenders from time to time party thereto (the "Lenders") and GOLDMAN SACHS BANK USA, as administrative agent for the Lenders (in such capacity, the "Administrative Agent") and Collateral Agent).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, as a condition to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, each Obligor and certain other Subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of November 22, 2016, in favor of the Collateral Agent for the benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Obligor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all of such Obligor's right, title, and interest in and to all Intellectual Property, including the Trademarks; and

WHEREAS, each 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 Collateral Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Obligor agrees, for the benefit of the Collateral Agent and the Secured Parties, and the Collateral Agent agrees, 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 assigned to such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each 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 such Obligor's right, title and interest in, to and under the Trademarks, the applications therefor and registrations thereof (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, 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 Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each 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 Collateral Agent for the benefit of the Secured Parties 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 Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. This Agreement has been entered into in conjunction with the Guarantee and Collateral Agreement. Each Obligor hereby further acknowledges and affirms that the rights and remedies of the Collateral Agent and the Secured Parties 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. ABL Intercreditor Agreement. Notwithstanding anything to the contrary herein, the liens and rights granted to the Collateral Agent and the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy, by the Collateral Agent or the Secured Parties hereunder are subject to the provisions of that certain ABL Intercreditor Agreement, dated as of the date hereof, among the Loan Parties, the Administrative Agent, and the ABL Agent, as the same may be amended, restated, supplemented or otherwise modified from time to time. In the event of any conflict between the terms of the ABL Intercreditor Agreement and this Agreement, the

terms of the ABL 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.

SECTION 7. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

ALLIANCE RELOCATION SERVICES, LLC, as  
Obligor

ALLIED VAN LINES, INC., as Obligor

GLOBAL VAN LINES, LLC, as Obligor

NORTH AMERICAN VAN LINES, INC., as  
Obligor

SIRVA RELOCATION LLC, as Obligor

SMARTBOX SOLUTIONS, INC., as Obligor

By: 

Name: Dennis M. Thompson

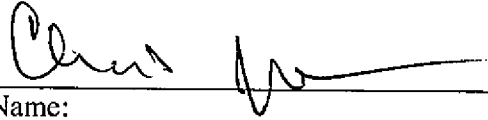
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 005950 FRAME: 0007**

GOLDMAN SACHS BANK USA, as Collateral Agent

by



Name:  
Title:

**Charles D. Johnston**  
**Authorized Signatory**

[Signature Page to Grant of Security Interest in Trademarks]

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**TRADEMARK**  
**REEL: 005950 FRAME: 0008**



**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>GRANTOR</b>	<b>TRADEMARK</b>	<b>APP./REG NUMBER</b>	<b>FILING/REG DATE</b>
Alliance Relocation Services, Inc.	AAlliance & Design (Class 35)	3,243,594	5/22/2007
Allied Van Lines, Inc.	1 & DESIGN (In Color)	1,957,420	02/20/1996
Allied Van Lines, Inc.	1 and DESIGN	870,642	06/03/1969
Allied Van Lines, Inc.	ALLIED	1,903,048	07/04/1995
Allied Van Lines, Inc.	ALLIED & DESIGN	1,583,985	02/20/1990
Allied Van Lines, Inc.	ALLIED TRAILER (BLACK & WHITE)	87/010,437	04/22/2016
Allied Van Lines, Inc.	ALLIED TRAILER (COLOR)	87/010,446	04/22/2016
Allied Van Lines, Inc.	ALLIED VAN LINES	515,823	09/27/1949
Allied Van Lines, Inc.	CAMIS (Stylized)	1,558,363	09/26/1989
Allied Van Lines, Inc.	EXPRESS 1	2,405,106	11/21/2000
Allied Van Lines, Inc.	EXPRESS 1 (Stylized)	2,405,105	11/21/2000
Allied Van Lines, Inc.	EXTRA CARE PROTECTION	1,209,044	09/14/1982
Allied Van Lines, Inc.	GLOBALCOM	3,250,687	06/12/2007
Allied Van Lines, Inc.	IMOVE.COM	3,585,186	03/10/2009
Allied Van Lines, Inc.	QLAB	4,471,199	01/21/2014
Allied Van Lines, Inc.	RELOGENIUS	4,182,782	07/31/2012
Allied Van Lines, Inc.	SIRVA & Design	87/039,495	05/17/2016
Allied Van Lines, Inc.	SIRVA & Design (Solid Platinum ) (Class 35, 36, 39)	3,301,871	10/02/2007
Allied Van Lines, Inc.	SIRVA (Class 35, 36, 39)	2,858,430	06/29/2004

<b>GRANTOR</b>	<b>TRADEMARK</b>	<b>APP./REG NUMBER</b>	<b>FILING/REG DATE</b>
Allied Van Lines, Inc.	SIRVA WORLDWIDE RELOCATION & MOVING	4,706,421	03/24/2015
Allied Van Lines, Inc.	THE CAREFUL MOVERS	1,540,911	05/23/1989
Allied Van Lines, Inc.	TRIDENT	3,320,652	10/23/2007
Global Van Lines, Inc.	GLOBAL & DESIGN (CLASS 39)	897,127	08/18/1970
Global Van Lines, Inc.	GLOBAL (CLASS 16)	1,119,228	05/29/1979
Global Van Lines, Inc.	GLOBAL (CLASS 39)	903,656	12/01/1970
Global Van Lines, Inc.	GLOBAL VAN LINES & Design (Class 35, 39)	87/132,024	08/09/2016
Global Van Lines, Inc.	GLOBAL VAN LINES & Design (Class 39)	86/924,303	03/01/2016
Global Van Lines, Inc.	GLOBAL VAN LINES (CLASS 35, 39)	87/130,781	08/08/2016
North American Van Lines, Inc.	ARROW DESIGN W/TWO CIRCLES (CONTAINERS)	948,409	12/12/1972
North American Van Lines, Inc.	ARROW DESIGN W/TWO CIRCLES (TRANSPORTATION)	914,752	06/08/1971
North American Van Lines, Inc.	DRIVER ROAD SERVICES & Design	4,140,924	05/15/2012
North American Van Lines, Inc.	EPSILON LETTER & DESIGN	1,580,611	01/30/1990
North American Van Lines, Inc.	HOME TOUCH! (Class 35)	3,533,666	11/18/2008
North American Van Lines, Inc.	HOME TOUCH! (Class 9)	2,270,122	08/17/1999
North American Van Lines, Inc.	HOME-TO-HOME	2,230,958	03/09/1999
North American Van Lines, Inc.	IF IT'S IMPORTANT TO YOU, IT'S IMPORTANT TO US	2,976,122	07/26/2005
North	NORTH AMERICAN	87/010,413	04/22/2016

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<b>GRANTOR</b>	<b>TRADEMARK</b>	<b>APP./REG NUMBER</b>	<b>FILING/REG DATE</b>
American Van Lines, Inc.	TRAILER (BLACK & WHITE		
North American Van Lines, Inc.	NORTH AMERICAN TRAILER (COLOR)	87/010,425	04/22/2016
North American Van Lines, Inc.	NORTHAMERICAN	917,431	07/27/1971
North American Van Lines, Inc.	NORTHAMERICAN INTERNATIONAL & DESIGN	1,310,419	12/18/1984
North American Van Lines, Inc.	NORTHAMERICAN VAN LINES & DESIGN	915,264	06/15/1971
North American Van Lines, Inc.	PRICELOCK	3,291,833	9/11/2007
North American Van Lines, Inc.	PRICELOCK & DESIGN	3,288,883	09/04/2007
North American Van Lines, Inc.	UPGRADE YOUR MOVE TO: BUSINESS CLASS	3,923,739	02/22/2011
North American Van Lines, Inc.	WORLDTRAC	1,714,226	09/08/1992
SIRVA Relocation LLC	BVO SUNSET	4,143,981	05/15/2012
SIRVA Relocation LLC	COREGUARD AV	3,948,386	04/19/2011
SIRVA Relocation LLC	FlexFee (Stylized) (Class 36)**	2,182,901	08/18/1998
SIRVA Relocation LLC	FLEXGUARD AV	3,948,385	04/19/2011
SIRVA Relocation LLC	GLOBAL CONNECTIONS	4,103,173	02/21/2012
SIRVA Relocation	LUMP SUM XPRESS	4,496,247	03/11/2014

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<b>GRANTOR</b>	<b>TRADEMARK</b>	<b>APP./REG NUMBER</b>	<b>FILING/REG DATE</b>
LLC			
SIRVA Relocation LLC	RISKGUARD (Class 35 & 36)	3,488,637	08/19/2008
SIRVA Relocation LLC	RISKGUARD AVX (Class 35 & 36)	3,488,634	08/19/2008
SIRVA Relocation LLC	RISKGUARD BVX (Class 35 & 36)	3,488,635	08/19/2008
SIRVA Relocation LLC	SECUREGUARD AV	3,948,387	04/19/2011
SIRVA Relocation LLC	SELECTGUARD AV	3,986,259	06/28/2011
SIRVA Relocation LLC	SIRVA LSX	3,938,586	03/29/2011
SIRVA Relocation LLC	THE UNBUYOUT (Class 35 & 36)**	2,142,300	03/10/1998
SIRVA Relocation LLC	TOTAL RELOCATION ASSESSMENT CALCULATOR (TRAC)	3,935,161	03/22/2011
SIRVA Relocation LLC	TRAC	3,958,654	05/10/2011
Smartbox Solutions, Inc.	SMARTBOX (Class 35, 39)	3,463,094	07/08/2008
Smartbox Solutions, Inc.	SMARTBOX A B & Design (Class 39)	2,864,385	07/20/2008
Smartbox Solutions, Inc.	SMARTBOX AB & Design (Class 35, 39)	3,463,097	07/08/2008

### Exclusive Trademark License Agreements

1. License Agreement between Allied Van Lines, Inc. and Adams Transport Co ApS - Denmark
2. Franchise Agreement between SIRVA (Asia) Pte Ltd. and Ahjin - Korea
3. Franchise Agreement between SIRVA (Asia) Pte. Ltd. and Circle Freight International (Bahrain) Co. WLL
4. Franchise Agreement between SIRVA (Asia) Pte. Ltd. and Executive International Movers (EIM) Co. Ltd - Thailand
5. Franchise Agreement between SIRVA (Asia) S Pte. Ltd. and Five Star International Inc. - Japan
6. License Agreement between Allied Van Lines and Majortrans Flytte Service AS, - Norway
7. Franchise Agreement between Allied International N.A. Inc and Pickfords Removals (South Africa) Proprietary Limited
8. Franchise Agreement between Allied Pickfords Limited and PT Pacific Removindo - Indonesia
9. Franchise Agreement between SIRVA (Asia) Pte Ltd and Quick Cargo; Khayat & Partners - Egypt
10. Franchise Agreement between SIRVA S.R.O.. and Societate Comerciale Rilvan-Serv S.R.L. - Romania
11. Franchise Agreement between Allied International S.A. and Spedimpex Iberica, S.A. – Spain
12. Representative Agreement between Allied Pickfords Ltd. and Trademark Services International S.A. - Italy
13. License Agreement between Allied Van Lines and Transeuro Desbordes Worldwide Relocation SAS - France
14. Franchise Agreement between SIRVA (Asia) Pte Ltd. and Transworld International Van Lines Ltd - Taiwan
15. License Agreement between Allied Van Lines, Inc. and Moving Services Group K Limited - UK
16. Franchise Agreement between SIRVA (Asia) Pte Ltd and Harsha International Packers and Movers – India

17. Franchise Agreement between SIRVA (Asia) Pte Ltd and Care Relocations – India
18. Franchise Agreement between SIRVA (Asia) Pte Ltd and Far East Star Moving Services JSC – Vietnam

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