

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411778

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment No. 1 to Grant of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Allied Van Lines, Inc.		01/06/2017	Corporation: DELAWARE
Global Van Lines, LLC		01/06/2017	Limited Liability Company: INDIANA
North American Van Lines, Inc.		01/06/2017	Corporation: DELAWARE
Sirva Relocation LLC		01/06/2017	Limited Liability Company: DELAWARE
Smartbox Solutions, Inc.		01/06/2017	Corporation: DELAWARE
Alliance Relocation Services, LLC		01/06/2017	Limited Liability Company: DELAWARE
Lyon Van Lines, LLC		01/06/2017	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA
Street Address:	30 Hudson Street, 5th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	87010446	1
Serial Number:	87010437	1 ALLIED
Serial Number:	87039495	SIRVA
Registration Number:	4706421	SIRVA WORLDWIDE RELOCATION & MOVING
Serial Number:	86924303	GLOBAL VAN LINES
Serial Number:	87132024	GLOBAL VAN LINES
Serial Number:	87130781	GLOBAL VAN LINES
Serial Number:	87010425	
Serial Number:	87010413	NORTHAMERICAN
Registration Number:	3948386	COREGUARDAV

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2182901	FLEXFEE
Registration Number:	4496247	LUMP SUM XPRESS
Registration Number:	2142300	THE UNBUYOUT
Registration Number:	2864385	SMARTBOX A B
Registration Number:	3463094	SMARTBOX
Registration Number:	3463097	SMARTBOX AB

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 614-280-3566
Email: james.murray@wolterskluwer.com
Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	01/10/2017

Total Attachments: 13
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AMENDMENT NO. 1 TO
GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

AMENDMENT NO. 1 TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Amendment"), made as of January 6, 2017, by and between GOLDMAN SACHS BANK USA, as collateral agent for the Secured Parties (in such capacity, "Collateral Agent"), ALLIED VAN LINES, INC., a Delaware corporation ("Allied"), GLOBAL VAN LINES, LLC, formerly known as Global Van Lines, Inc., an Indiana limited liability company ("Global"), NORTH AMERICAN VAN LINES, INC., a Delaware corporation ("NAVL"), SIRVA RELOCATION LLC, a Delaware limited liability company ("Relocation"), SMARTBOX SOLUTIONS, INC., a Delaware corporation ("Smartbox"), ALLIANCE RELOCATION SERVICES, LLC, a Delaware limited liability company ("Alliance"), and LYON VAN LINES, LLC, an Indiana limited liability company ("Lyon", and together with Allied, Global, NAVL, Relocation, Smartbox, and Alliance, each an "Obligor" and collectively "Obligors"). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, certain Obligors and Collateral Agent are parties to the Grant of Security Interest in Trademark Rights, dated as of March 27, 2013 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement") and recorded with the Trademark Division of the United States Patent and Trademark Office on March 27, 2013 at Reel/Frame 004991/0155;

WHEREAS, pursuant to the Trademark Security Agreement, certain Obligors and certain other Subsidiaries of the Borrowers have, among other things, granted to Collateral Agent a security interest in all of such Obligors' present and future Trademarks and Trademark applications, together with certain related assets consisting of Collateral, and have agreed to execute and deliver to Collateral Agent all agreements and documents as requested by Collateral Agent to evidence the security interests of Collateral Agent therein;

WHEREAS, Obligors have adopted, used and are using, and are the owners of the entire right, title and interest in and to certain Trademarks (collectively, the "Additional Trademarks") since entering into the Trademark Security Agreement; and

WHEREAS, Obligors are obligated to grant security interests in and pledge all such Additional Trademarks and Additional Trademark Collateral (as hereinafter defined) to Collateral Agent, as provided by the terms and conditions of the Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Obligors and Collateral Agent hereby agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, as set forth in Schedule 1 to this Amendment, Schedule A to the Trademark Security Agreement is hereby amended and restated to include, in addition and not by way of limitation, the additional Collateral consisting of the Additional Trademarks and other Collateral related thereto (such

Additional Trademarks and Collateral related thereto being referred to herein as the “Additional Trademark Collateral”).

(b) All references to the term “Collateral” in the Trademark Security Agreement shall be deemed and each such reference is hereby amended and restated to include, in addition and not in limitation, all of the Additional Trademark Collateral and any other assets described in Section 2 of this Amendment.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Collateral Agent set forth in Section 2 of the Trademark Security Agreement or any other provisions thereof, the applicable Obligor hereby confirm, reaffirm and restate their prior grant of Collateral to Collateral Agent, and hereby grants to Collateral Agent a continuing security interest in and a general lien upon the Additional Trademark Collateral.

3. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Guarantee and Collateral Agreement, the term or provision of the Guarantee and Collateral Agreement shall control.

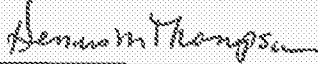
4. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

5. Intercreditor Agreement. Notwithstanding anything to the contrary herein, the liens and rights granted to the Collateral Agent and the Secured Parties pursuant to this Amendment and the Trademark Security Agreement, and the exercise of any right or remedy, by the Collateral Agent or the Secured Parties hereunder are subject to the provisions of the ABL Intercreditor Agreement, dated as of November 22, 2016 (the “Intercreditor Agreement”), among the Loan Parties, the Administrative Agent, and the Term Collateral 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 Intercreditor Agreement and this Amendment or the Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control with respect to any right or remedy.

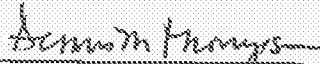
6. GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

IN WITNESS WHEREOF, Obligors and Collateral Agent have executed this Amendment as of the day and year first above written.

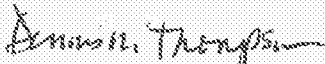
ALLIED VAN LINES, INC., *as an Obligor*

By: 
Name: Dennis M. Thompson
Title: Chief Financial Officer

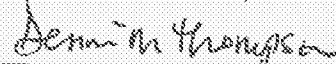
GLOBAL VAN LINES, LLC, *as an Obligor*

By: 
Name: Dennis M. Thompson
Title: Chief Financial Officer

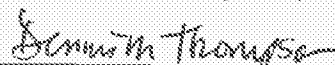
NORTH AMERICAN VAN LINES, INC., *as an Obligor*

By: 
Name: Dennis M. Thompson
Title: Chief Financial Officer

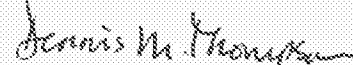
SIRVA RELOCATION LLC, *as an Obligor*

By: 
Name: Dennis M. Thompson
Title: Chief Financial Officer

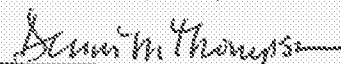
SMARTBOX SOLUTIONS, INC., *as an Obligor*

By: 
Name: Dennis M. Thompson
Title: Chief Financial Officer

ALLIANCE RELOCATION SERVICES, LLC, *as an Obligor*

By: 
Name: Dennis M. Thompson
Title: Chief Financial Officer

LYON VAN LINES, LLC, *as an Obligor*

By: 
Name: Dennis M. Thompson
Title: Chief Financial Officer

[Signature Page to Amendment No. 1 to Grant of Security Interest in Trademark Rights (SIRVA)]

TRADEMARK
REEL: 005963 FRAME: 0211

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 

Name: Jonathan S. [unclear]

Title: Collateral Agent

SCHEDULE 1
TO
AMENDMENT NO. 1 TO
GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

SCHEDULE A TO
GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

U.S. Trademark Registrations and Applications

Obligor	Trademark	Application/Registration Number	Filing/Registration Date
Allied Van Lines, Inc.	ALLIED TRAILER (COLOR)	87/010,446	04/22/2016
Allied Van Lines, Inc.	ALLIED TRAILER (BLACK & WHITE)	87/010,437	04/22/2016
Allied Van Lines, Inc.	SIRVA & Design	87/039,495	05/17/2016
Allied Van Lines, Inc.	SIRVA WORLDWIDE RELOCATION & MOVING	4,706,421	03/24/2015
Global Van Lines, Inc.	GLOBAL VAN LINES & Design (Class 39)	86/924,303	03/01/2016
Global Van Lines, Inc.	GLOBAL VAN LINES & Design (Class 35, 39)	87/132,024	08/09/2016
Global Van Lines, Inc.	GLOBAL VAN LINES (CLASS 35, 39)	87/130,781	08/08/2016
North American Van Lines, Inc.	NORTH AMERICAN TRAILER (COLOR)	87/010,425	04/22/2016
North American Van Lines, Inc.	NORTH AMERICAN TRAILER (BLACK & WHITE)	87/010,413	04/22/2016
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	LUMP SUM XPRESS	4,496,247	03/11/2014
SIRVA Relocation LLC	THE UNBUYOUT (Class 35 & 36)	2,142,300	03/10/1998
Smartbox Solutions, Inc.	SMARTBOX A B & Design (Class 39)	2,864,385	07/20/2008

Smartbox Solutions, Inc.	SMARTBOX (Class 35, 39)	3,463,094	07/08/2008
Smartbox Solutions, Inc.	SMARTBOX AB & Design (Class 35, 39)	3,463,097	07/08/2008
Alliance Relocation Services, Inc.	AAlliance & Design (Class 35)	3,243,594	5/22/2007
Allied Van Lines, Inc.	ALLIED & DESIGN	1,583,985	02/20/1990
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 VAN LINES	515,823	09/27/1949
Allied Van Lines, Inc.	1 & DESIGN (In Color)	1,957,420	02/20/1996
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.	PRICED TO MOVE	3,345,484	11/27/2007
Allied Van Lines, Inc.	QUANTUM SALES	85/322515	10/28/2010
Allied Van Lines, Inc.	QLAB	85/254614	
Allied Van Lines, Inc.	RELOCATE YOUR THINKING	3,839,199	08/24/2010
Allied Van Lines, Inc.	RELOGENIUS	4,182,782	07/31/2012
Allied Van Lines, Inc.	SCAN!	1,635,690	02/19/1991

Allied Van Lines, Inc.	SIRVA & Design	3,461,374	07/08/2008
Allied Van, Lines, Inc.	SIRVA & Design (Solid Platinum) (Class 35,36, 39)	3,301,871	10/02/2007
Allied Van Lines, Inc.	SIRVA & Design (Class 35,36,39)	2,870,120	08/03/2004
Allied Van Lines, Inc.	SIRVA (Class 35,36,39)	2,858,430	06/29/2004
Allied Van Lines, Inc.	THE CAREFUL MOVERS	1,540,911	05/23/1989
Allied Van Lines, Inc.	TRIDENT	3,320,652	10/23/2007
Allied Van Lines, Inc.	WE'LL GET YOU FROM REAL ESTATE AGENT TO MORTGAGE TO MOVED IN	3,461,375	07/08/2008
Global Van Lines, Inc.	GLOBAL & DESIGN (CLASS 16)	1,167,207	09/01/1981
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
Lyon Van Lines, Inc.	LYON	1,015,990	07/15/1975
North American Van Lines, Inc.	ARROW DESIGN WTWO 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,	CDL PLUS (INDIANA REG. ONLY)	5010-2457	06/24/1994
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-TO-HOME	2,230,958	03/09/1999
North American Van Lines, Inc.	HOME TOUCH! (Class 9)	2,270,122	08/17/1999

North American Van Lines, Inc.	HOME TOUCH! pass 35)	3,533,666	11/18/2008
North American Van Lines, Inc.	IF IT'S IMPORTANT TO YOU, IT'S IMPORTANT TO US	2,976,122	07/26/2005
North American Van Lines, Inc.	MOVESYNC	85/020,230	04/22/2010
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	EXECUTIVE RELOCATION (Class 35)	2,763,726	09/16/2003
SIRVA Relocation LLC	FLEXGUARD AV	3,948,385	04/19/2011
SIRVA Relocation LLC	MOVEOURHOME	3,431,302	05/20/2008
SIRVA Relocation LLC	RELOCATION REDEFINED (Class 35)	2,827,440	03/30/2004
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	SIRVA LSX	3,938,586	03/29/2011

LLC .			
SIRVA Relocation LLC	TOTAL RELOCATION ASSESSMENT CALCULATOR (TRAC)	3,935,161	03/22/2011
SIRVA Relocation LLC	TRAC	3,958,654	05/10/2011
SIRVA Relocation LLC	MYMOVBCONNECTION	4,123,101	04/03/2012
SIRVA Relocation LLC	GLOBAL CONNECTIONS	4,103,173	02/21/2012
SIRVA Relocation LLC	BVO SUNSET	4,143,981	05/15/2012

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. License Agreement between Allied Van Lines and TEAM Relocations S.A. – Luxembourg
4. License Agreement between Allied Van Lines, Inc. and TEAM Relocations Eastern Europe B.V. – Russia
5. License Agreement between Allied Van Lines, Inc. and TEAM Relocations sro - Czech Republic
6. Franchise Agreement between SIRVA (Asia) Pte Ltd. and Altus Logistics (Vietnam) Ltd
7. Franchise Agreement between SIRVA (Asia) Pte, Ltd. and Circle Freight International (Bahrain) Co. WLL
8. Franchise Agreement between SIRVA (Asia) Pte. Ltd, and Executive International Movers (EIM) Co. Ltd – Thailand
9. Franchise Agreement between SIRVA (Asia) S Pte. Ltd. and Five Star International Inc. Japan
10. License Agreement between Allied Van Lines and Majortrans Flytte Service AS, - Norway
11. Franchise Agreement between Allied International N.A., Inc., and Matrix Relocations EEOD – Bulgaria
12. Franchise Agreement between Allied Van Lines, Inc, and. Matrix Relocations EEOD – Croatia
13. Franchise Agreement between Allied International N.A., Inc. and Matrix Relocations Ltd. – Greece

14. Franchise Agreement between Allied Van Lines and Matrix Relocations EEOD – Kosovo
15. Franchise Agreement between Allied. Van Lines and Matrix Relocations EEOD – Montenegro
16. Franchise Agreement between Allied Van Lines, Inc. and Matrix Relocations EEOD – Serbia
17. Franchise Agreement between Allied International N.A. Inc and Pickfords Removals (South Africa) Proprietary Limited IB
18. Franchise Agreement between Allied Pickfords Limited and PT Pacific Removindo – Indonesia
19. Franchise Agreement between SIRVA (Asia) Pte Ltd and Quick Cargo; Khayat & Partners – Egypt
20. Franchise Agreement between SIRVA S.R.O.. and Societate Comerciale Rilvan-Serv S.R.L. – Romania
21. Franchise Agreement between Allied International S.A. and Spedimpex Iberica, S.A. – Spain
22. License Agreement between Allied Van Lines and TEAM Relocations B.V. – Netherlands
23. Franchise Agreement between Allied Van Lines and TEAM Relocations GmbH – Germany
24. Franchise agreement between Allied Van Lines, Inc. and TEAM Relocations N.V. – Belgium
25. Representative Agreement between Allied Pickfords Ltd. and Trademark Services International S.A. – Italy
26. License Agreement between Allied Van Lines and Transeuro Desbordes Worldwide ‘ Relocation SAS – France
27. Franchise Agreement between SIRVA (Asia) Pte Ltd. and Transworld International Van Lines Ltd – Taiwan
28. License Agreement between SIRVA (Asia) Pte Ltd. and Global Freight Systems Company – Kuwait
29. License Agreement between Allied Van Lines, Inc. and TEAM Relocation Solutions SA (formerly known as SIRVA S.A.) – Switzerland
30. License Agreement between Allied Van Lines, Inc. and TEAM Relocations AB (formerly known as Kungsholms Express & Spedition AB) – Sweden
31. License Agreement between Allied Van Lines, Inc. and Moving Services Group K Limited – UK
32. Franchise Agreement between SIRVA (Asia) Pte Ltd and Harsha International Packers and Movers – India

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