

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in Trademark Rights - Second Lien		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Allied Van Lines, Inc.		05/12/2008	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Wilmington Trust Company, as Administrative Agent
<b>Street Address:</b>	Rodney Square North
<b>Internal Address:</b>	1100 North Market Street
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19890-1605
<b>Entity Type:</b>	Banking Corporation: DELAWARE

**PROPERTY NUMBERS Total: 30**

Property Type	Number	Word Mark
Registration Number:	1583985	ALLIED
Registration Number:	0870642	1
Registration Number:	1903048	ALLIED
Registration Number:	0515822	ALLIED
Registration Number:	0515823	ALLIED VAN LINES
Registration Number:	0858702	ALLIED VAN LINES WORLD'S NO. 1 MOVER
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
Serial Number:	77320802	FOR SALE \$

OP \$765.00 1583985

Serial Number:	77320800	FOR SALE \$
Registration Number:	3250687	GLOBALCOM
Serial Number:	77051055	IMOVE.COM
Registration Number:	2831364	KEEP YOUR BUSINESS MOVING
Serial Number:	78637263	MOVING ENGINE
Registration Number:	3345484	PRICED TO MOVE
Registration Number:	1635690	SCAN!
Serial Number:	77320797	SIRVA
Registration Number:	3301871	SIRVA
Registration Number:	2870120	SIRVA
Registration Number:	2858430	SIRVA
Registration Number:	1527398	THE 1 AMERICA TRUSTS
Registration Number:	1540911	THE CAREFUL MOVERS
Registration Number:	2064481	TRADE SHOW PROS
Registration Number:	3320652	TRIDENT
Serial Number:	77320799	WE'LL GET YOU FROM REAL ESTATE AGENT TO MORTGAGE TO MOVED IN.
Registration Number:	0856747	WORLD'S NO. 1 MOVER 1

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-7976  
Email: ksolomon@stblaw.com  
Correspondent Name: Mindy M. Lok, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/0549
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	06/04/2008

Total Attachments: 7  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 12, 2008 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 WILMINGTON TRUST COMPANY, a Delaware banking corporation, located at Rodney Square North, 1100 North Market Street, Wilmington, DE 19890-1605, as Administrative Agent (together with its successors and assigns, in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Term Loan Agreement, dated as of May 12, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among (i) SIRVA WORLDWIDE, INC., a Delaware corporation and a parent of Obligor (the "Borrower"), (ii) SIRVA, INC., a Delaware corporation and a parent of the Borrower, (iii) JPMORGAN CHASE BANK, N.A., as documentation agent and as syndication agent and, (iv) J.P. MORGAN SECURITIES INC., as arranger.

WITNESSETH:

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; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of May 12, 2008, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second Lien Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Second Lien 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 Borrower 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 Second Lien Guarantee and Collateral Agreement.

SECTION 2. Grant of Second Lien 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) (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 Second Lien Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Second Lien 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 Second Lien 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 Second Lien Guarantee and Collateral Agreement, the terms of the Second Lien Guarantee and Collateral Agreement shall govern.

SECTION 5. 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 5 day of May, 2008.

ALLIED VAN LINES, INC.  
as Obligor

By:   
Name: Douglas V. Gathany  
Title: Treasurer

WILMINGTON TRUST COMPANY  
as Administrative Agent for the Lenders

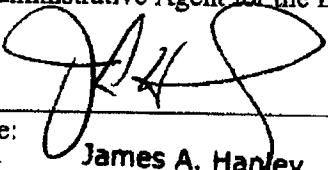
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 6 day of May, 2008.

ALLIED VAN LINES, INC.  
as Obligor

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

WILMINGTON TRUST COMPANY,  
as Administrative Agent for the Lenders

By:  \_\_\_\_\_  
Name:  
Title: James A. Hadley  
Assistant Vice President

ACKNOWLEDGMENT OF OBLIGOR

STATE OF Ill)  
COUNTY OF DeWitt)<sup>ss</sup>

On the 8 day of May, 2008, before me personally came Douglas V. Gathany, who is personally known to me to be the Treasurer of ALLIED VAN LINES, INC., a Delaware corporation; who, being duly sworn, did depose and say that he is the Treasurer in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



Margery S. Brinales  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

*Allied Van Lines, Inc.*  
*IP Security Agreement 2nd Lien*



ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF DE )  
COUNTY OF New Castle ) ss

On the 2 day of May, 2008, before me personally came James P. Kelly, who is personally known to me to be the Asst. Vice President of WILMINGTON TRUST COMPANY; who, being duly sworn, did depose and say that she/he is the Asst. Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Patricia W. Zink  
Notary Public PATRICIA W. ZINK  
Notary Public - State of Delaware  
My Comm. Expires July 12, 2009

(PLACE STAMP AND SEAL ABOVE)

## SCHEDULE A

### U.S. Trademark Registrations and Applications

Trademark	App./Reg. Number	Filing/Reg. Date
1 ALLIED & DESIGN	1,583,985	02/20/1990
1 and DESIGN	870,642	06/03/1969
ALLIED	1,903,048	07/04/1995
ALLIED (Stylized)	515,822	09/27/1949
ALLIED VAN LINES (Stylized)	515,823	09/27/1949
ALLIED VAN LINES WORLD'S NO. 1 MOVER	858,702	10/15/1968
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
FOR SALE\$ & Design	77/320802	11/03/2007
FOR SALE\$ & Design	77/320800	11/03/2007
GLOBALCOM	3,250,687	06/12/2007
IMOVE.COM	77/051055	11/27/2006
KEEP YOUR BUSINESS MOVING	2,831,364	04/13/2004
MOVING ENGINE	78/637263	0-9/06/2007
PRICED TO MOVE	3,345,484	11/27/2007
SCAN!	1,635,690	02/19/1991
SIRVA & Design	77/320797	11/03/2007
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 1 AMERICA TRUSTS	1,527,398	02/28/1989
THE CAREFUL MOVERS	1,540,911	05/23/1989
TRADE SHOW PROS	2,064,481	05/27/1997
TRIDENT	3,320,652	10/23/2007
WE'LL GET YOU FROM REAL ESTATE AGENT TO MORTGAGE TO MOVED IN	77/320799	11/03/2007
WORLD'S NO. 1 MOVER & DESIGN	856,747	09/10/1968