

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Alliance Relocation Services, LLC		03/27/2013	LIMITED LIABILITY COMPANY: DELAWARE
Allied Van Lines, Inc.		03/27/2013	CORPORATION: DELAWARE
Global Van Lines, LLC		03/27/2013	LIMITED LIABILITY COMPANY: INDIANA
Lyon Van Lines, LLC		03/27/2013	LIMITED LIABILITY COMPANY: INDIANA
North American Van Lines, Inc.		03/27/2013	CORPORATION: DELAWARE
SIRVA Relocation LLC		03/27/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	GOLDMAN SACHS BANK USA
<b>Street Address:</b>	30 Hudson St., 5th floor
<b>Internal Address:</b>	c/o Goldman, Sachs & Co.
<b>City:</b>	Jersey City
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07302
<b>Entity Type:</b>	Chartered Bank: NEW YORK

**PROPERTY NUMBERS Total: 61**

Property Type	Number	Word Mark
Registration Number:	3243594	A ALLIANCE
Registration Number:	1583985	ALLIED
Registration Number:	0870642	1
Registration Number:	1903048	ALLIED
Registration Number:	0515823	ALLIED VAN LINES
Registration Number:	1957420	1
Registration Number:	1558363	CAMIS

CH \$1540.00 3243594

Registration Number:	2405106	EXPRESS 1
Registration Number:	2405105	EXPRESS1
Registration Number:	1209044	EXTRA CARE PROTECTION
Registration Number:	3250687	GLOBALCOM
Registration Number:	3585186	IMOVE.COM
Registration Number:	3345484	PRICED TO MOVE
Serial Number:	85322515	QUANTUM SALES
Serial Number:	85254614	QLAB
Registration Number:	3839199	RELOCATE YOUR THINKING
Registration Number:	4182782	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.
Registration Number:	1167207	GLOBAL
Registration Number:	0897127	GLOBAL
Registration Number:	1119228	GLOBAL
Registration Number:	1015990	LYON
Registration Number:	0948409	
Registration Number:	0914752	
Registration Number:	4140924	DRIVER ROAD SERVICES
Registration Number:	1580611	E
Registration Number:	2230958	HOME-TO-HOME
Registration Number:	2270122	HOME TOUCH!
Registration Number:	3533666	HOME TOUCH!
Registration Number:	2976122	IF IT'S IMPORTANT TO YOU, IT'S IMPORTANT TO US
Serial Number:	85020230	MOVESYNC
Registration Number:	0917431	NORTHAMERICAN
Registration Number:	0903656	GLOBAL
Registration Number:	1310419	NORTH AMERICAN INTERNATIONAL

Registration Number:	0915264	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:	2763726	EXECUTIVE RELOCATION
Registration Number:	3948385	FLEXGUARD AV
Registration Number:	3431302	MOVEOURHOME
Registration Number:	2827440	RELOCATION REDEFINED
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:	3935161	TOTAL RELOCATION ASSESSMENT CALCULATOR (TRAC)
Registration Number:	3958654	TRAC
Registration Number:	4123101	MYMOVECONNECTION
Registration Number:	4103173	GLOBALCONNECTIONS
Registration Number:	4143981	BVO SUNSET
Registration Number:	3488637	RISKGUARD

**CORRESPONDENCE DATA**

Fax Number: 2138924790

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: hcannom@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP

Address Line 1: 601 South Figueroa St., 30th floor

Address Line 2: Attn: H. Cannom

Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	30045-44900
NAME OF SUBMITTER:	Hannah Cannom
Signature:	/Hannah Cannom/
Date:	03/28/2013

Total Attachments: 11

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**TRADEMARK**  
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of March 27, 2013, 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 March 27, 2013, 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 provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

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 does hereby further acknowledge and affirm 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. 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 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 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.

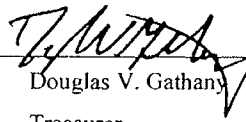
SECTION 7. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY

PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

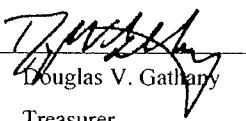
[SIGNATURE PAGE FOLLOWS]

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

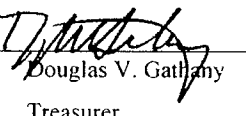
ALLIANCE RELOCATION SERVICES, LLC,  
as Obligor

By:   
Name: Douglas V. Gathany  
Title: Treasurer

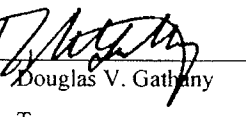
ALLIED VAN LINES, INC., as Obligor

By:   
Name: Douglas V. Gathany  
Title: Treasurer

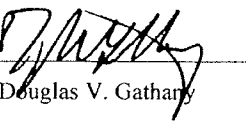
GLOBAL VAN LINES, LLC,  
as Obligor

By:   
Name: Douglas V. Gathany  
Title: Treasurer

LYON VAN LINES, LLC, as Obligor

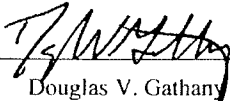
By:   
Name: Douglas V. Gathany  
Title: Treasurer

NORTH AMERICAN VAN LINES, INC.,  
as Obligor

By:   
Name: Douglas V. Gathany  
Title: Treasurer



SIRVA RELOCATION LLC, as Obligor

By:   
Name: Douglas V. Gathany  
Title: Treasurer

GOLDMAN SACHS BANK USA,  
as Collateral Agent

By: Charles D. Johnston  
Authorized Signatory  
Charles D. Johnston  
Authorized Signatory

[Signature Page to Grant of Security Interest in Trademarks]

#4840-3664-2579

TRADEMARK  
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**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.	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 )	3,301,871	10/02/2007

<b>GRANTOR</b>	<b>TRADEMARK</b>	<b>APP./REG NUMBER</b>	<b>FILING/REG DATE</b>
Inc.	(Class 35, 36, 39)		
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 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.	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! (Class 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

GRANTOR	TRADEMARK	APP./REG NUMBER	FILING/REG DATE
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 LLC	SIRVA LSX	3,938,586	03/29/2011
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	MYMOVECONNECTION	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
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