

07-09-2001



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

JUL - 2 2001

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year
 06 2001

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
 06 2001

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 002324 FRAME: 0427

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75415620"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Laura L. Warren

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARKS

WHEREAS, U. S. Relocation Services, Inc., with its chief executive office at 1801 California #2740 Denver, Colorado 80202 ("Assignor"), has acquired, adopted and used, and is using, the trademarks listed on Schedule 1 attached hereto and made a part hereof; and

WHEREAS, Assignor and THE PROVIDENT BANK, an Ohio banking corporation, having its principal office at One East Fourth Street, Cincinnati, Ohio 45202 ("Assignee"), have entered into that certain Subordinated Bridge Loan and Security Agreement by and between Assignor and Assignee dated of even date herewith (the "Loan Agreement"), by which Assignee has acquired security interests in said trademarks and the applications or registrations thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby grant, transfer, assign and convey a security interest to Assignee in all rights, titles and interests in and to the said trademarks, together with the goodwill of the business symbolized by the trademarks, and in the registrations or applications for registration thereof.

Assignor further covenants and warrants to Assignee:

(a) that Assignor is the sole and exclusive owner of the trademarks and all rights comprised in the trademarks and has the full authority to make this assignment;

(b) that, except for that prior assignment of the trademarks to The Provident Bank, as agent, for certain lenders pursuant to that Second Amended and Restated Loan and Security Agreement, as amended, among Assignor and other borrowers, The Provident Bank, as agent, and the banks and lending institutions set forth on Schedule 1 thereto, dated September 15, 1998 (the "Senior Credit Facility" and the assignment of trademarks pursuant to the Senior Credit Facility the "Senior Credit Facility Assignment"), the trademarks have not heretofore been pledged, hypothecated or otherwise encumbered, except such encumbrances as have been released on or before the date hereof, and are in all aspects free and clear of any encumbrances;

(c) that the validity of the trademarks has never been questioned;

(d) that, except for the Senior Credit Facility Assignment, Assignor has not entered into any contract or made any commitment that will or may impair Assignee's rights hereunder; and

(e) that the trademarks and all rights comprised in the trademarks shall not be licensed or assigned in any manner without the prior written consent of Assignee.

Assignee and The Provident Bank, as agent ("Agent") for the banks and lending institutions set forth on Schedule 1 to the Senior Credit Agreement, are parties to that certain Subordination and Intercreditor Agreement ("Subordination Agreement") of even date herewith. Assignee acknowledges that, pursuant thereto (a) the security interest of Assignee in the trademarks is subject and subordinate to the interests of Agent therein, (b) the rights and remedies of Assignee set forth herein are subject to the terms of the Subordination Agreement, and (c) if and to the extent any conflict exists between the terms of this Agreement and the terms of such Subordination Agreement, the terms of such Subordination Agreement shall govern and be controlling.

THIS ASSIGNMENT OF TRADEMARKS SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF OHIO AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF OHIO, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Trademarks as of this 11th day of June, 2001.

U. S. Relocation Services, Inc., a
Delaware corporation

By: Eugene A Novak
Name: Eugene A Novak
Title: Chief Financial Officer

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this 20th day of June, 2001, before me personally appeared Eugene A. Novak, the Chief Financial Officer of U. S. Relocation Services, Inc., who signed this instrument and acknowledged that he signed it as a free act on behalf of the limited liability company/corporation.



Notary Public
DONNA FULLER, Notary Public
State Of Ohio, Cuyahoga County
My Commission Expires Dec. 3, 2003

SCHEDULE 1

LIST OF TRADEMARKS

The Ar2t of Relocation

(Serial Number 75/415620)

ASSIGNMENT OF TRADEMARKS
U.S. Relocation Services, Inc.

870522.1

RECORDED: 07/02/2001

**TRADEMARK
REEL: 002324 FRAME: 0433**