

TRADEMARK RECORDATION COVER SHEET

116-2001

U.S. Patent and Trademark Office
Office of Public Records
Attn: Customer Services Counter
Crystal Gateway 4, 3rd Floor
1213 Jefferson Davis Highway, 3rd Floor
Arlington, Virginia 22202-3513

11-16-2001



101896397

Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>The Bekins Company</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) conveying party(ies) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Congress Financial Corporation (Western)</u> Street Address: <u>251 South Lake Avenue,</u> <u>Suite 900</u> City <u>Pasadena</u> State <u>CA</u> Zip <u>91101</u></p> <p><input type="checkbox"/> Individual(s) _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>California</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, A domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(Designation must be a separate document from Assignment)</p> <p>Additional name(s) and address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>												
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Amendment to Security Agreement</u></p> <p>Execution Date: <u>November 7, 2001</u></p>	<p>4. Application number(s) or registration number(s)</p> <table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;"> <p>A. Trademark Application No(s):</p> <p><u>75-783764</u> <u>75-783766</u> <u>75-783773</u> <u>75-796565</u> <u>75-821207</u></p> </td> <td style="width:50%; border: none;"> <p>B. Trademark Registration No(s):</p> <table style="width:100%; border: none;"> <tr> <td><u>659,670</u></td> <td><u>1,949,943</u></td> </tr> <tr> <td><u>618,004</u></td> <td><u>1,101,744</u></td> </tr> <tr> <td><u>1,200,685</u></td> <td><u>1,352,121</u></td> </tr> <tr> <td><u>1,281,891</u></td> <td></td> </tr> <tr> <td><u>1,497,103</u></td> <td></td> </tr> </table> </td> </tr> </table>	<p>A. Trademark Application No(s):</p> <p><u>75-783764</u> <u>75-783766</u> <u>75-783773</u> <u>75-796565</u> <u>75-821207</u></p>	<p>B. Trademark Registration No(s):</p> <table style="width:100%; border: none;"> <tr> <td><u>659,670</u></td> <td><u>1,949,943</u></td> </tr> <tr> <td><u>618,004</u></td> <td><u>1,101,744</u></td> </tr> <tr> <td><u>1,200,685</u></td> <td><u>1,352,121</u></td> </tr> <tr> <td><u>1,281,891</u></td> <td></td> </tr> <tr> <td><u>1,497,103</u></td> <td></td> </tr> </table>	<u>659,670</u>	<u>1,949,943</u>	<u>618,004</u>	<u>1,101,744</u>	<u>1,200,685</u>	<u>1,352,121</u>	<u>1,281,891</u>		<u>1,497,103</u>	
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<p>5. Name and address of party to whom correspondence concerning documents should be mailed:</p> <p>Name: <u>Danielle V. Garcia, Esq.</u> Street Address: <u>Mayer, Brown & Platt</u> <u>350 South Grand Avenue, 25th Floor</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90071</u></p>	<p>6. Total number of applications and registrations involved: <u>13</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$340.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>												

11/16/2001 6TON11 00000089 75783764

01 FC:481 40.00 DP
02 FC:482 300.00 DP

9. 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.

<p><u>Danielle V. Garcia</u> Name of Person Signing</p>	<p>Signature</p>	<p><u>11/15/01</u> Date</p>
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EXHIBIT A

List of Trademarks

United States Registered Trademarks

1. Trademark: Bekins
Registration No.: 659,670
Registration Date: March 25, 1958
2. Trademark: Bekins
Registration No.: 618,004
Registration Date: December 20, 1955
3. Trademark: The No Excuse Move
Registration No.: 1,200,685
Registration Date: July 6, 1982
4. Trademark: Timelok
Registration No.: 1,281,891
Registration Date: June 12, 1984
5. Trademark: Bekins Stor'N Mor
Registration No.: 1,497,103
Registration Date: July 19, 1988
6. Trademark: Climate-Rite
Registration No.: 1,949,943
Registration Date: January 23, 1996
7. Trademark: Bekins Self-Store
Registration No.: 1,101,744
Registration Date: September 5, 1978
8. Trademark: Settle In Services
Registration No.: 1,352,121
Registration Date: July 30, 1985

United States Trademark Applications

1. Trademark: Bekins
Serial No.: 75-783764
Filing Date: August 24, 1999

2. Trademark: Consider It Done
Serial No.: 75-783766
Filing Date: August 24, 1999
3. Trademark: Exhibit Confidence
Serial No.: 75-783773
Filing Date: August 24, 1999
4. Trademark: HomeDirectUSA
Serial No.: 75-796565
Filing Date: September 10, 1999
5. Trademark: We Deliver On Your Reputation
Serial No.: 75-821207
Filing Date: October 13, 1999

**AMENDED AND RESTATED
COLLATERAL ASSIGNMENT OF TRADEMARKS
(SECURITY AGREEMENT)**

THIS AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF TRADEMARKS (SECURITY AGREEMENT) (this "Security Agreement"), dated November 7, 2001, is entered into by and between THE BEKINS COMPANY, a Delaware corporation with offices at 330 South Mannheim Road, Suite 200, Hillside, Illinois 60162 ("Pledgor"), and CONGRESS FINANCIAL CORPORATION (WESTERN), a California corporation, with an office at 251 South Lake Avenue, Suite 900, Pasadena, California 91101 ("Pledgee") in light of the following facts:

RECITALS

WHEREAS, Pledgee and Pledgor have previously entered into that certain Collateral Assignment of Trademarks (Security Agreement), dated as of March 23, 2000 (the "Original Agreement") pursuant to which Pledgor has granted to Pledgee a security interest in all of its trademarks and other related rights and property, as more fully described therein, as security for its obligations to Pledgee arising under or in connection with that certain Guaranty, dated March 23, 2000 by Pledgor in favor of Pledgee (the "Original Guaranty").

WHEREAS, Pledgor and Pledgee have entered into an Amended and Restated Guaranty, of even date herewith (as the same now exists or may hereafter be amended, modified or supplemented, the "Guaranty", and together with all agreements entered into in connection therewith, the "Financing Agreements") which amends and restates the Original Guaranty in order to, among other things, redefine "Guaranteed Obligations" as the obligations of Bekins Van Lines, LLC and Bekins Worldwide Solutions, Inc. (collectively, "Borrower") arising under or in connection with that certain Amended and Restated Loan and Security Agreement, of even date herewith, by and between Borrower and Pledgee (as the same now exists or may hereafter be amended, modified or supplemented, the "Loan Agreement"), as further described therein.

NOW THEREFORE, in consideration of the foregoing facts the parties hereto hereby amend and restate, in its entirety, the agreements contained in the Original Agreement as follows (initially capitalized terms used herein without definition shall have the meanings given in the Loan Agreement):

1. Obligations Secured; Grant of Security Interest. As security for the full payment and performance of the "Guaranteed Obligations" (as defined in the Guaranty), Pledgor hereby grants to Pledgee a security interest in:

(a) all of Pledgor's right, title, and interest in and to, among other things, all the trademarks, United States trademarks and trademark registrations, and the trademark applications and tradenames, set forth on Exhibit A hereto (the "Trademarks");

(b) all registrations of the Trademarks in any State of the United States and any foreign countries and localities;

(c) all tradenames, trademarks and trademark registrations hereafter adopted or acquired and used, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the “Future Trademarks”);

(d) all extensions, renewals, and continuations of the Trademarks and Future Trademarks and the registrations referred to in clause (b) above;

(e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;

(f) all packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;

(g) all licenses and other agreements under which Pledgor is licensor, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks and the use thereof; and

(h) all goodwill of Pledgor’s business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above; and

(i) all products and proceeds of the items set forth in clauses (a) through (h) above, in any form.

All of the foregoing items set forth in clauses (a) through (i) are hereinafter referred to collectively as the “Collateral.”

2. Pledgor’s Obligations. Pledgor agrees that, notwithstanding this Security Agreement, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Pledgee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Security Agreement or any payment received by Pledgee relating to the Collateral, nor shall Pledgee be required to perform any covenant, duty, or obligation of Pledgor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

3. Representations and Warranties. Pledgor represents and warrants to Pledgee that:

(a) Pledgor is the owner of the Collateral, and no adverse claims have been made with respect to its title to or the validity of the Collateral;

(b) the Trademarks are the only trademarks, trademark registrations, trademark applications and trade names in which Pledgor has any or all right, title and interest;

(c) none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, encumbrance or license (by Pledgor as licensor), except for Pledgee’s interests granted hereunder; and

(d) when this Security Agreement is filed in the United States Patent and Trademark Office (the "Trademark Office") and the Pledgee has taken the other actions contemplated in this Security Agreement and by the Financing Agreements, this Security Agreement will create a legal and valid perfected and continuing lien on and security interest in the Collateral in favor of Pledgee, enforceable against Pledgor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest.

4. Covenants. Pledgor will maintain the Collateral, defend the Collateral against the claims of all persons, and will maintain and renew all registrations of the Collateral; provided, however, that Pledgor will not be required to maintain any Collateral which no longer has any economic value. Pledgor will maintain the same standards of quality (which Pledgee has reviewed) for the goods and services in connection with which the Trademarks are used as Pledgor maintained for such goods and services prior to entering into this Security Agreement. Pledgee shall have the right to enter upon Pledgor's premises at all reasonable times to monitor such quality standards. Without limiting the generality of the foregoing, and so long as any Trademark or Future Trademark has economic value, Pledgor shall not permit the expiration, termination or abandonment of such Trademark or Future Trademark without the prior written consent of Pledgee. If, before the Guaranteed Obligations have been satisfied in full and the Financing Agreements have been terminated, Pledgor shall obtain rights to or be licensed to use any new trademark, or become entitled to the benefit of any trademark application or trademark registration, the provisions of Section 2 hereof shall automatically apply thereto and Pledgor shall give Pledgee prompt notice thereof in writing.

5. Use Prior to Default. Effective until Pledgee's exercise of its rights and remedies upon an Event of Default, Pledgor shall be entitled to use the Collateral in the ordinary course of its business, subject to the terms and covenants of the Financing Agreements and this Security Agreement.

6. Remedies Upon Default. Whenever any Event of Default shall occur and be continuing, Pledgee shall have all the rights and remedies granted to it in such event by the Financing Agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any and all rights and remedies of law available to Pledgee. Pledgee in such event may collect directly any payments due to Pledgor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Financing Agreements. Pledgor agrees that, in the event of any disposition of the Collateral upon and during the continuance of any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks or Future Trademarks. In the event Pledgor fails or refuses to execute and deliver such documents, Pledgor hereby irrevocably appoints Pledgee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Pledgor's behalf. Notwithstanding any provision hereof to the contrary, during the continuance of an Event of Default, Pledgor may sell any merchandise or services bearing the Trademarks and Future Trademarks in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Pledgee to the contrary. The preceding sentence shall not limit any right or remedy granted to Pledgee with respect to

Borrower's or Pledgor's inventory or other goods under the Financing Agreements or any other agreement now or hereinafter in effect. Except as provided in the Guaranty, in no event shall Pledgor be liable for any deficiency in the proceeds of the Collateral.

7. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Financing Agreements or any other agreement or instrument delivered in connection therewith.

8. Amendments and Waivers. This Security Agreement may not be modified, supplemented, or amended, or any of its provisions waived except in a writing signed by an authorized officer of Pledgee, and, with respect to amendments, signed by an authorized officer of Pledgor; provided, however, Pledgor hereby authorizes Pledgee to modify this Security Agreement by amending Exhibit A hereto to include any Future Trademarks.

9. Waiver of Rights. No course of dealing between the parties to this Security Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights and remedies of such party or any other party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights and remedies of such party or any other party. No waiver by Pledgee of any breach or default by Pledgor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

10. Assignment. The provisions of this Security Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by Pledgor without the prior written consent of Pledgee; and, provided further, that Pledgee may assign the rights and benefits hereof to any party acquiring any interest in the Guaranteed Obligations or any part thereof.

11. Future Acts. Until the Obligations shall have been satisfied, Pledgor shall have the duty to make applications on material unregistered but registrable as trademarks in any location where Pledgor does business, to prosecute such applications diligently, and to preserve and maintain all rights in the Trademarks and the other Collateral. Any expenses incurred in connection with such applications and other actions shall be borne by Pledgor. Pledgor shall not abandon any right to file a trademark application or registration for any trademark, or abandon any such pending trademark application or registration, without the consent of Pledgee, except to the extent that the trademark covered by such application or registration has no economic value.

12. Enforcement. Upon Pledgor's failure to do so after Pledgee's demand, or upon an Event of Default, Pledgee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and Future Trademarks and any license thereunder, in which event Pledgor shall at the request of Pledgee do any and all lawful acts and execute any and all proper documents required by Pledgee in aid of such enforcement and Pledgor shall promptly, upon demand, reimburse and indemnify Pledgee or its agents for all costs and expenses incurred by Pledgee in the exercise of its rights under this Section 12.

13. Release. At such time as the Guaranteed Obligations shall have been indefeasibly paid in full and the Financing Agreements have been terminated, other than upon enforcement of Pledgee's remedies under the Financing Agreements after an Event of Default, Pledgee will execute and deliver to Pledgor a release or other instrument as may be necessary or proper to release Pledgor's lien in the Collateral, subject to any dispositions thereof which may have been made by Pledgee pursuant hereto.

14. Severability. If any clause or provision of this Security Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such or any other clause or provision in any other jurisdiction.

15. Notices. All notices, requests and demands to or upon Pledgor or Pledgee under this Security Agreement shall be given in the manner prescribed by the Guaranty.

16. Governing Law. This Security Agreement shall be governed by and construed, applied, and enforced in accordance with the federal laws of the United States of America applicable to trademarks and the laws of the State of California, except that no doctrine of choice of law shall be used to apply the laws of any other State or jurisdiction. The parties agree that all actions or proceedings arising in connection with this Security Agreement shall be tried and litigated only in the State and federal courts located in the County of Los Angeles, State of California. PLEDGOR AND PLEDGEE EACH WAIVES THE RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER THIS SECURITY AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND ANY RIGHT EITHER MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, LACK OF PERSONAL JURISDICTION, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 16.

17. Supplement. This Security Agreement is a supplement to, and is hereby incorporated into, the Guaranty and made a part thereof.

18. Amended and Restated Agreement; Reference to and Effect on Financing Agreements. This Security Agreement amends and restates, in their entirety, the agreements among the parties hereto contained in the Original Agreement. Each reference in the Financing Agreements to the Original Agreement (howsoever phrased), shall mean and be a reference to this Security Agreement. The execution, delivery and effectiveness of this Security Agreement shall not operate as a waiver of any right, power, or remedy of Lender under any of the Financing Agreements, nor constitute a waiver of any provision of any of the Financing Agreements.

IN WITNESS WHEREOF, the parties have entered into this Security Agreement as of the date first above written.

THE BEKINS COMPANY,
a Delaware corporation

By: Janet Healey
Name: Janet Healey
Title: Treasurer

CONGRESS FINANCIAL CORPORATION
(WESTERN),
a California corporation

By: Cathy Whitaker
Name: Cathy Whitaker
Title: VP

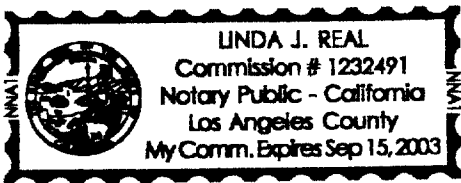
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On November 7, 2001, before me, LINDA J. REAL Notary Public
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Janet Helvey
Name of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Linda J. Real
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is Representing:
Name of Person(s) or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Collateral Assignment of Trademarks

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

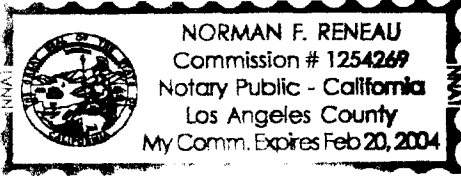
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On NOVEMBER 8, 2001, before me, NORMAN F. RENEAU, NOTARY PUBLIC,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared GARY WHITAKER, VICE PRESIDENT,
Name of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Norman F. Reneau
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer
VICE PRESIDENT
Title(s)
- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

DESCRIPTION OF ATTACHED DOCUMENT

Collateral Assignment of Trademarks
Title or Type of Document

6 Pgs
Number of Pages

Nov 8, 2001
Date of Document

Signer is Representing:
Name of Person(s) or Entity(ies)
CONGRESS FINANCIAL CORP.,
WESTERN

JANET HELVEY, GEOLOGISTICS
Signer(s) Other Than Named Above