

06-25-2002

FORM PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)



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U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

U.S. Relocation Services, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State (DE)  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: May 3, 2002

## 2. Name and address of receiving party(ies):

Name: JPMorgan Chase Bank, as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☒ Other New York banking corporation

If assignee is not domiciled in the United States, a domestic  
 representative designation is attached: ☐ Yes ☒ No  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

## A. Trademark Application No.(s)

## B. Trademark Registration No.(s)

2,275,588

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher &amp; Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

## 6. Total number of applications and registrations involved: 1

## 7. Total fee (37 CFR 3.41): \$40.00

- ☐ Enclosed  
☒ Authorized to be charged to credit card

## 8. Deposit account number:

DO NOT USE THIS SPACE

## 9. Signature.

Robyn Rahbar, Esq.  
 Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 8

00 FC: 06/25/2002 TBIAZ1 00000001 2275588

01 FC:481

40.00 DP

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

TRADEMARK  
 REEL: 002530 FRAME: 0686

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of May 3, 2002 is made by U.S. RELOCATION SERVICES, INC., a Delaware corporation (the “Obligor”), in favor of JPMORGAN CHASE BANK (formerly known as THE CHASE MANHATTAN BANK), as collateral agent and administrative agent (in such capacity, the “Administrative Agent”) for the banks and other financial institutions (the “Lenders”), from time to time parties to the Credit Agreement, dated as of November 19, 1999 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among NORTH AMERICAN VAN LINES, INC., a Delaware corporation (the “Parent Borrower”), certain foreign subsidiaries of the Parent Borrower from time to time parties to the Credit Agreement (the “Foreign Subsidiary Borrowers”; together with the Parent Borrower, the “Borrowers”), the Lenders, the Administrative Agent, THE BANK OF NEW YORK, as documentation agent, and BANC OF AMERICA SECURITIES LLC, as syndication agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

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 Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Obligor and the other Granting Parties have executed and delivered that certain Guarantee and Collateral Agreement, dated as of November 19, 1999, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Obligor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Trademarks;

WHEREAS, pursuant to the terms of the Credit Agreement, the Obligor has executed and delivered the Assumption Agreement, dated as of May 3, 2002, made U.S. Relocation Services, Inc. and JP Morgan Chase Bank in order to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, 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 extensions of

credit to the Borrowers pursuant to the Credit Agreement, Obligor agrees with the Administrative Agent, for the benefit of the Secured Parties, 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. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative 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 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 Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. In the event of any inconsistency between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall be controlling. The 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. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks 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.

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.

[END OF TEXT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

U.S. RELOCATION SERVICES, INC.

By: Eugene A Norak  
Name:  
Title:

JPMORGAN CHASE BANK, 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 thereunto duly authorized as of the day and year first above written.

U.S. RELOCATION SERVICES, INC.

By: \_\_\_\_\_

Name:

Title:

JPMORGAN CHASE BANK, as Administrative  
Agent for the Lenders

By: \_\_\_\_\_

Name:

Title:

A handwritten signature in black ink, appearing to read "William J. Caggiano", is written over a horizontal line.


William J. Caggiano  
Managing Director

TRADEMARK

REEL: 002530 FRAME: 0690

STATE OF CHIO )  
 ) ss  
COUNTY OF CUYAHOGA )

On the 8<sup>th</sup> day of May, 2002, before me personally came  
Eugene A. Novak, who is personally known to me to be the CFO of  
U.S. RELOCATION SERVICES, INC., a Colorado corporation; who, being duly sworn, did  
depose and say that she/he is the CFO 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.

  
Notary Public, J. J. MARCOLIS, Jr.  
Notary Public for the State of Ohio  
My Comm. Expires 12/31/2005

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York )  
 ) ss  
COUNTY OF New York )

On the 16 day of May, 2002, before me personally came  
William J. Cappadona, who is personally known to me to be the Managing Director of  
JPMorgan Chase Bank, a New York banking corporation; who, being duly sworn, did depose  
and say that she/he is the Managing Director 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.

Elsa V. Griffith

Notary Public, ELSA V GRIFFITH  
Notary Public, State of New York  
No. 01GR4838119  
Qualified in Kings County  
Commission Expires March 30.

(PLACE STAMP AND SEAL ABOVE)

# **SCHEDULE A**

## **U.S. Trademarks Registrations and Applications**

For Trademarks:

<b><u>Trademark</u></b>	<b><u>Registration or Serial Number</u></b>
WHAT A DIFFERENCE; AR2T OF RELOCATION	2,275,588