R 03-13-2003 EET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102388208

3/13/03

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

1. Name of conveying party(ies):
Bank of America, N.A.

3.13.03

☐ Individual
☐ General Partnership
☐ Corporation-Delaware
☐ Association
☐ Limited Partnership
☒ Other: National Banking Association

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

3. Nature of conveyance:

☐ Assignment
☐ Security Agreement
☒ Other – Assignment of Security Agreement
☐ Merger
☐ Change of Name

Execution Date: June 23, 2000

2. Name and Address of receiving party(ies):

Name: Bank One, NA

Internal Address:

Street Address: 1 Bank One Plaza, Suite 0374, 10th Floor

City: Chicago State: Illinois Zip: 60670 Country: U.S.A.

☐ Individual(s) Citizenship:
☐ Association:
☐ General Partnership:
☐ Limited Partnership:
☐ Corporation-Delaware
☒ Other: National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):
If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)	B. Trademark registration No.(s)
See Schedule A	See Schedule B

Additional numbers attached? ☒ Yes ☐ No

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

Name: Nathanael G. Barnes
Internal Address: Sidley Austin Brown & Wood LLP
Street Address: 717 North Harwood St., Suite 3400
City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved: 60

7. Total fee (37 CFR 3.41).....$1,515.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number: 18-1260

DO NOT USE THIS SPACE

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.

Nathanael G. Barnes — Nathanael G. Barnes — March 12, 2003
Name of Person Signing — Signature — Date

Total number of pages comprising cover sheet 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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Washington, D.C. 20231

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03/14/2003 GTON11 00000045 181260 75729584

01 FC:8521 40.00 CH
02 FC:8522 1475.00 CH

DA1 254983v1

SCHEDULE B (Trademark Registrations)

Mark	App. No.	Filing Date	Reg. No.	Issue Date
AEROPAK 2000+	73/451,476	11/7/83	1,314,663	1/15/85
BREWSTER LINES	74/337,774	12/7/92	1,820,175	2/8/94
INSITE LOGISTICS	75/454,390	3/21/98	2,391,968	10/3/00
INSITE LOGISTICS	75/370,173	10/8/97	2,306,469	1/4/00
MAYFLOWER	71/527,547	7/5/47	501,263	7/27/48
MAYFLOWER	73/628,445	11/4/86	1,480,035	3/8/88
MAYFLOWER DESIGN	73/292,792	1/12/81	1,205,728	8/17/82
MAYFLOWER DESIGN	73/292,789	1/12/81	1,209,037	9/14/82
MAYFLOWER WORD DESIGN	73/630,989	11/18/86	1,480,037	3/8/88
MAYFLOWER WORLD WIDE MOVING (AND DESIGN)	73/292,791	1/12/81	1,204,866	8/10/82
MISCELLANEOUS DESIGN	71/527,610	7/5/47	501,970	8/31/48
MISCELLANEOUS DESIGN	71/527,611	7/5/47	501,971	8/31/48
MISCELLANEOUS DESIGN (SHIP)	73/150,808	12/5/77	1,109,695	12/19/78
PINPOINT	74/132,229	1/22/91	1,669,760	12/24/91
PRECISE PRICE	75/213,291	12/16/96	2,200,942	11/3/98
PRECISETRACK	75/939,979	3/9/00	2,574,675	5/28/02
THE RIGHT MOVE. NOW AND DOWN THE ROAD.	75/359,665	9/19/97	2,238,321	4/13/99
DESTINATION AMERICA	75/159,271	9/3/96	2,059,510	5/6/97
GREATFINDS	74/515,378	4/22/94	1,893,308	5/9/95
HOME MARKETING MANAGEMENT	73/733,452	6/10/88	1,545,879	6/27/89
MISCELLANEOUS DESIGN	75/077,419	3/22/96	2,054,795	4/22/97
ONESOURCE	74/537,424	6/14/94	1,982,947	6/25/96
PINNACLE GROUP ASSOCIATES	75/385,140	10/30/97	2,422,483	1/23/01
PREVIEW	75/154,430	8/22/96	2,136,752	2/17/98
PRUDENT BUYER WORKSHEET	73/803,058	5/30/89	1,604,576	7/3/90
MISCELLANEOUS DESIGN (V)	75/445,680	3/6/98	2,386,116	9/12/00

Mark	App. No.	Filing Date	Reg. No.	Issue Date
TOTAL TRANSPORTATION SERVICES, INC.	75/562,292	9/30/98	2,486,536	9/11/01
UNIGROUP	75/203,404	11/25/96	2,197,041	10/20/98
UNIGROUP	75/318,704	7/2/97	2,205,226	11/24/98
VANLINER	75/445,681	3/6/98	2,358,295	6/13/00
ATTACHE SERVICES	74/345,241	1/4/93	1,848,351	8/2/94
EXTRAPRO	75/581,305	11/2/98	2,318,570	2/15/00
UNIGROUP WORLDWIDE	75/318,705	7/2/97	2,206,766	12/1/98
UNIGROUP WORLDWIDE & DESIGN	75/318,706	7/2/97	2,206,767	12/1/98
ACCUQUOTE	75/125,056	6/25/96	2,071,724	6/17/97
AS	73/697,975	11/27/87	1,554,441	9/5/89
AMERICA'S #1 FAMILY MOVER	75/203,406	11/25/96	2,188,620	9/8/98
AMERICA'S #1 FAMILY MOVER	75/203,407	11/25/96	2,162,955	6/2/98
BETTE MALONE	72/032,428	6/21/57	683,800	8/18/59
CARE VAN	75/270,412	4/7/97	2,181,533	8/11/98
FASTPATH	74/280,861	6/3/92	1,798,218	10/12/93
GOLDEN GUARANTEE	73/360,485	4/19/82	1,260,225	12/6/83
MISCELLANEOUS DESIGN (STRIPES)	75/202,141	11/21/96	2,170,851	7/7/98
MISCELLANEOUS DESIGN	75/202,142	11/21/96	2,172,358	7/14/98
MOVING WITH CARE EVERYWHERE	72/078,097	7/20/59	704,102	9/6/60
PEAK FLEET	75/270,413	4/7/97	2,181,534	8/11/98
QUALITY MOVES AROUND THE WORLD	75/203,405	11/25/96	2,121,442	12/16/97
RELOCATION SERVICES AND MAP DESIGN	75/202,140	11/21/96	2,163,437	6/9/98
RENT-A-PRO	73/692,400	10/29/87	1,495,415	7/5/88
SAFE-GUARD	72/087,460	12/16/59	702,716	8/9/60
THE QUALITY SHOWS IN EVERY MOVE WE MAKE	73/730,795	5/26/88	1,557,264	9/19/89

Mark	App. No.	Filing Date	Reg. No.	Issue Date
TRANS ADVANTAGE AND DESIGN	75/402 622	12/9/97	2,320,157	2/22/00
UNITED	73/089 448	6/4/76	1,064,658	4/26/77
UNITED	74/070 963	6/20/90	1,792,966	9/14/93
UNITED (STACKED)	73/220 432	6/20/79	1,151,934	4/21/81
UNITED VAN LINES AND DESIGN	72/027 151	3/28/57	699,979	6/21/60
UNITED'S STERLING SYSTEM	73/735 821	6/22/88	1,529,471	3/14/89
VANSTAR	74/504 007	3/23/94	2,042,200	3/4/97

DA1 254634v1

SCHEDULE A (Trademark Applications)

Mark	App. No.	Filing Date	Reg. No.	Issue Date
UNIGROUP WORLDWIDE CERTIFIED MOVE MANAGER	75/729,584	6/16/99	N/A	N/A
NETTRAC	76/048,714	5/12/00	N/A	N/A

DA1 255306v1

36828

SECURITY AGREEMENT

among

UNIGROUP, INC. and its Material Subsidiaries from time to time party hereto,
as Obligors

and

BANK OF AMERICA, N.A.,
as Collateral Agent

dated as of November 23, 1999

CHAR1\466838_ 14

Each of the parties hereto has caused a counterpart of this Security Agreement to be duly executed and delivered as of the date first above written.

BORROWER:

UNIGROUP, INC.

By: Donald E. Ellington
Name: DONALD E. ELLINGTON
Title: Chief Financial Office

GUARANTORS:

UNITED INTERMODE, INC.

By: Donald E. Ellington
Name: DONALD E. ELLINGTON
Title: Chief Financial Officer

TRANS ADVANTAGE, INC.

By: Donald E. Ellington
Name: DONALD E. ELLINGTON
Title: Chief Financial Officer

UNITED VAN LINES, INC.

By: Donald E. Ellington
Name: DONALD E. ELLINGTON
Title: Chief Financial Office

UNITED VAN LINES INTERNATIONAL, INC.

By: Donald E. Ellington
Name: DONALD E. ELLINGTON
Title: Chief Financial Officer

MAYFLOWER TRANSIT, INC.

By: Donald E. Ellington
Name: DONALD E. ELLINGTON
Title: Chief Financial Officer

MAYFLOWER INTERNATIONAL, INC.

By: Donald E. Ellington
Name: DONALD E. ELLINGTON
Title: Chief Financial Officer

TRADEMARK
REEL: 002690 FRAME: 0007

TOTAL TRANSPORTATION SERVICES, INC.

By: Donald E. Ellington
Name: DONALD E ELLINGTON
Title: Chief Financial Officer

UNIGROUP WORLDWIDE, INC.

By: Donald E. Ellington
Name: DONALD E ELLINGTON
Title: Chief Financial Officer

PINNACLE GROUP ASSOCIATES, INC.

By: Donald E. Ellington
Name: DONALD E ELLINGTON
Title: Chief Financial Officer

PREMIER RELOCATION SERVICES, INC.

By: Donald E. Ellington
Name: DONALD E ELLINGTON
Title: Chief Financial Officer

HTS SELLING CORP.

By: Donald E. Ellington
Name: DONALD E ELLINGTON
Title: Chief Financial Officer

TRANSPORTATION SERVICES GROUP, INC.

By: Donald E. Ellington
Name: DONALD E ELLINGTON
Title: Chief Financial Officer

INTERIM MAYFLOWER TRANSIT II, LLC.

By: Donald E. Ellington
Name: DONALD E ELLINGTON
Title: Chief Financial Officer

TRADEMARK
REEL: 002690 FRAME: 0008

INTERIM UNITED VAN LINES, LLC

By: Donald E. Ellington
Name: DONALD E. ELLINGTON
Title: Chief Financial Officer

INTERIM UNITED INTERMODE, LLC

By: Donald E. Ellington
Name: DONALD E. ELLINGTON
Title: Chief Financial Officer

INTERIM HTS SELLING, LLC

By: Donald E. Ellington
Name: DONALD E. ELLINGTON
Title: Chief Financial Officer

TRADEMARK
REEL: 002690 FRAME: 0009

Accepted and agreed to as of the date first above written.

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name: LISA S. DONOGHUE
Title: Managing Direc

TRADEMARK
REEL: 002690 FRAME: 0010

Tuesday, November 16, 1999

Trademark List

Client: 40082 Mayflower Transit, Inc.

Trademark Name	Attorney(s)	Client/Matter	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
AEROPAK 2000+	MS TJM	40082/14448	Registered	451476	15-Jun-1985	15-Jun-2005	13-Sep-1983
Country: United States of America				07-Nov-1983	1314663		
	Classes: 20						
BREWSTER LINES	MS CNB	40082/14450	Registered	74/337774	08-Feb-1994	08-Feb-2004	30-Nov-1989
Country: United States of America	Owner: UniGroup, Inc.			07-Dec-1992	1820175		
	Classes: 39						
INSITE LOGISTICS	MS	40082/14452	Published	75/454390			
Country: United States of America	Owner: UniGroup, Inc.			21-Mar-1998			
	Classes: 35						
INSITE LOGISTICS	MS TJM	40082/14451	Published	75/370173			
Country: United States of America	Owner: UniGroup, Inc.			08-Oct-1997			
	Classes: 35						
MAYFLOWER	MS TJM	40082/14456	Registered	527547	27-Jul-1948	27-Mar-2009	01-Jan-1927
Country: United States of America				05-Jul-1947	501263		
	Classes: 39						
MAYFLOWER	MS TJM	40082/14453	Registered	73/628445	08-Mar-1988	12-Sep-2004	01-Jul-1938
Country: United States of America				04-Nov-1986	1480035		
	Classes: 39						
MAYFLOWER DESIGN	MS TJM	40082/14454	Registered	292792	17-Aug-1982	17-Aug-2002	12-Jan-1981
Country: United States of America				12-Jan-1981	1205728		
	Classes: 39						
MAYFLOWER DESIGN	MS TJM	40082/14455	Registered	292789	14-Sep-1982	27-Mar-2009	30-Jan-1980
Country: United States of America				12-Jan-1981	1209037		
	Classes: 39						

TRADEMARK
REEL: 002690 FRAME: 0011

Tuesday, November 16, 1999

Trademark List

Client: 40082 Mayflower Transit, Inc.

Trademark Name	Attorney(s)	Client/Matter	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
MAYFLOWER WORD DESIGN	MS TJM	40082/14457	Registered	73/630,989 18-Nov-1986	08-Mar-1988 1480037	08-Mar-2008	30-Jun-1986
Country: United States of America	Classes: 39						
MAYFLOWER WORLD WIDE MOVING (A	MS TJM	40082/14458	Registered	292791 12-Jan-1981	10-Aug-1982 1204866	10-Aug-2002	30-Jan-1980
Country: United States of America	Classes: 39						
MAYTRACK	MS	40082/17573	Unfiled				
Country: United States of America	Owner: Mayflower Transit, Inc.						
MISCELLANEOUS DESIGN (SHIP WITH L	MS TJM	40082/14460	Registered	527610 05-Jul-1947	31-Aug-1948 501970	31-Aug-2008	01-Jan-1927
Country: United States of America	Classes: 39						
MISCELLANEOUS DESIGN (SHIP WITH	MS TJM	40082/14459	Registered	527611 05-Jul-1947	31-Aug-1948 501971	31-Aug-2008	01-Jul-1938
Country: United States of America	Classes: 39						
MISCELLANEOUS DESIGN (SHIP)	MS CNB	40082/14461	Registered	73/150808 05-Dec-1977	29-Dec-1978 1109695	29-Dec-2008	01-Jul-1977
Country: United States of America	Owner: UniGroup, Inc. Classes: 39						
PINPOINT	MS TJM	40082/14463	Registered	74/132229 22-Jan-1990	24-Dec-1991 1669760	24-Dec-2001	21-Dec-1990
Country: United States of America	Classes: 39						
PRECISE PRICE	MS TJM	40082/14464	Registered	75/213291 16-Dec-1996	03-Nov-1998 2200942	03-Nov-2008	03-Oct-1996
Country: United States of America	Classes: 9, 39						

Tuesday, November 16, 1999

Trademark List

Client: 40082 Mayflower Transit, Inc.

Trademark Name	Attorney(s)	Client/Matter	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
PRECISETRAK	MS	40082/00000	Unfiled				
Country: United States of America	Owner: UniGroup, Inc.						
THE RIGHT MOVE. NOW AND DOWN TH	MS CNB	40082/14466	Registered	75/359665 19-Sep-1997	13-Apr-1999 2238321	13-Apr-2009	01-Jan-1996
Country: United States of America	Owner: UniGroup, Inc.						
	Classes: 39						

TRADEMARK
REEL: 002690 FRAME: 0013

Trademark List

Client: 40083 Pinnacle Group Associates, Inc

Trademark Name	Attorney(s)	Client/Matter	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
DESTINATION AMERICA	MS CNB	40083/14376	Registered	75/159271	06-May-1997	06-May-2007	01-May-1996
Country: United States of America	Owner: UniGroup, Inc.			03-Sep-1996	2059510		
	Classes: 35						
GREATFINDS	MS CNB	40083/14205	Registered	74/515378	09-May-1995	09-May-2005	15-Aug-1993
Country: United States of America	Owner: UniGroup, Inc.			22-Apr-1994	1893308		
	Classes: 35						
HOME MARKETING MANAGEMENT	MS CNB	40083/14207	Registered	733452	27-Jun-1989	27-Jun-2009	01-May-1986
Country: United States of America	Owner: UniGroup, Inc.			10-Jun-1988	1545879		
	Classes: 16						
MISCELLANEOUS DESIGN (Three overlap	MS CNB	40083/14209	Registered	75/077419	22-Apr-1997	22-Apr-2007	01-Mar-1996
Country: United States of America	Owner: UniGroup, Inc.			22-Mar-1996	2054795		
	Classes: 35						
ONESOURCE	MS CNB	40083/14211	Registered	74/537424	25-Jun-1996	25-Jun-2006	
Country: United States of America	Owner: UniGroup, Inc.			14-Jun-1994	1982947		
	Classes: 35						
PINNACLE GROUP ASSOCIATES	MS CNB	40083/14212	Pending	75/385140			
Country: United States of America	Owner: UniGroup, Inc.			30-Oct-1997			
	Classes: 35						
PREVIEW	MS CNB	40083/14213	Registered	75/154430	17-Feb-1998	17-Feb-2008	01-Aug-1995
Country: United States of America	Owner: UniGroup, Inc.			22-Aug-1996	2136752		
	Classes: 35						
PRUDENT BUYER WORKSHEET	MS CNB	40083/14214	Registered	73/803058	03-Jul-1990	03-Jul-2000	01-Dec-1986
Country: United States of America	Owner: UniGroup, Inc.			30-May-1989	1604576		
	Classes: 16						

TRADEMARK
REEL: 002690 FRAME: 0014

Trademark List

Client: 40086 UniGroup, Inc.

Trademark Name	Attorney(s)	Client/Matter	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
MISCELLANEOUS DESIGN (V)	MS CNB	40086/14201	Published	75/445680			
Country: United States of America	Owner: UniGroup, Inc.			06-Mar-1998			
	Classes: 36						
TOTAL TRANSPORTATION SERVICES, I	MS CNB	40086/14200	Pending	75/562292			27-Oct-1997
Country: United States of America	Owner: UniGroup, Inc.			30-Sep-1998			
	Classes: 39						
UNIGROUP	MS CNB	40086/14203	Registered	75/203404	20-Oct-1998	20-Oct-2008	
Country: United States of America	Owner: UniGroup, Inc.			25-Nov-1996	2197041		
	Classes: 35, 36, 42						
UNIGROUP	MS CNB	40086/14202	Registered	75/318704	24-Nov-1998	24-Nov-2008	
Country: United States of America	Owner: UniGroup, Inc.			02-Jul-1997	2205226		
	Classes: 35						
VANLINER	MS CNB	40086/14204	Published	75/445681			
Country: United States of America	Owner: UniGroup, Inc.			06-Mar-1998			
	Classes: 36						

TRADEMARK
REEL: 002690 FRAME: 0015

Tuesday, November 16, 1999

Trademark List

Client: 40084 Unigroup Worldwide, Inc.

Trademark Name	Attorney(s)	Client/Matter	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
ATTACHE SERVICES	MS CNB	40084/14066	Registered	74-345241 04-Jan-1993	02-Aug-1994 1848351	02-Aug-2004	
Country: United States of America	Owner: UniGroup, Inc.						
	Classes: 39						
EXTRAPRO	MS	40084/14067	Published	75/581305 02-Nov-1998			01-Oct-1998
Country: United States of America	Owner: UniGroup, Inc.						
	Classes: 36						
UNIGROUP WORLDWIDE	MS CNB	40084/14068	Registered	75/318705 02-Jul-1997	01-Dec-1998 2206766	01-Dec-2008	01-Jan-1997
Country: United States of America	Owner: UniGroup, Inc.						
	Classes: 35 & 39						
UNIGROUP WORLDWIDE & DESIGN	MS CNB	40084/14069	Registered	75/318706 02-Jul-1997	01-Dec-1998 2206767	01-Dec-2008	01-Jan-1997
Country: United States of America	Owner: UniGroup, Inc.						
	Classes: 35 & 39						
UNIGROUP WORLDWIDE CERTIFIED MO	MS CNB TJM	40084/15251	Pending	75/729584 16-Jun-1999			
Country: United States of America	Owner: UniGroup, Inc.						
	Classes: 39						
UNIGROUP WORLDWIDE CONNECT	MS	40084/T0000	Unfiled				
Country: United States of America	Owner: UniGroup, Inc.						

TRADEMARK
REEL: 002690 FRAME: 0016

Trademark List

Client: 40085 United Van Lines, Inc.

Trademark Name	Attorney(s)	Client/Matter	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
ACCUQUOTE	MS CNB	40085/14346	Registered	75-125,056	17-Jun-1997	17-Jun-2007	01-Oct-1995
Country: United States of America	Owner: UniGroup, Inc.			25-Jun-1996	2071724		
	Classes: 9, 39						
AIS	MS CNB	40085/14347	Registered	697975	05-Sep-1989	05-Sep-2009	01-Sep-1985
Country: United States of America	Owner: UniGroup, Inc.			27-Nov-1987	1554441		
	Classes: 9, 42						
AMERICA'S #1 FAMILY MOVER	MS CNB	40085/14348	Registered	75/203,406	08-Sep-1998	08-Sep-2008	01-Apr-1988
Country: United States of America	Owner: UniGroup, Inc.			25-Nov-1996	2188620		
	Classes: 39						
AMERICA'S #1 FAMILY MOVER	MS CNB	40085/14349	Registered	75/203,407	02-Jun-1998	02-Jun-2008	01-Apr-1994
Country: United States of America	Owner: UniGroup, Inc.			25-Nov-1996	2162955		
	Classes: 39						
BETTE MALONE	MS CNB	40085/14350	Registered	032428	18-Aug-1959	18-Aug-2009	09-Nov-1956
Country: United States of America	Owner: UniGroup, Inc.			21-Jun-1957	683800		
	Classes: 39						
CAREVAN	MS CNB	40085/14352	Registered	75/270,412	11-Aug-1998	11-Aug-2008	
Country: United States of America	Owner: UniGroup, Inc.			07-Apr-1997	2181533		
	Classes: 39						
FASTPATH	MS CNB	40085/14353	Registered	74/280861	12-Oct-1993	12-Oct-2003	27-Mar-1992
Country: United States of America	Owner: UniGroup, Inc.			03-Jun-1992	1798218		
	Classes: 39						
GOLDEN GUARANTEE	MS CNB	40085/14354	Registered	360485	06-Dec-1983	06-Dec-2003	
Country: United States of America	Owner: UniGroup, Inc.			19-Apr-1982	1260225		
	Classes: 39						

Tuesday, November 16, 1999

Trademark List

Client: 40085 United Van Lines, Inc.

Trademark Name	Attorney(s)	Client/Matter	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
MISCELLANEOUS DESIGN (STRIPES)	MS CNB	40085/14474	Registered	75/202141 21-Nov-1996	07-Jul-1998 2170851	07-Jul-2008	15-Oct-1987
Country: United States of America	Owner: UniGroup, Inc. Classes: 39						
MISCELLANEOUS DESIGN (TRUCK STRI	MS CNB	40085/14475	Registered	75/202142 21-Nov-1996	14-Jul-1998 2172358	14-Jul-2008	01-Nov-1976
Country: United States of America	Owner: UniGroup, Inc. Classes: 39						
MOVING WITH CARE EVERYWHERE	MS CNB	40085/14477	Registered	078097 20-Jul-1959	06-Sep-1960 704102	06-Sep-2000	
Country: United States of America	Owner: UniGroup, Inc. Classes: 39						
PEAK FLEET	MS CNB	40085/14480	Registered	75/270413 07-Apr-1997	11-Aug-1998 2181534	11-Aug-2008	01-Mar-1997
Country: United States of America	Owner: UniGroup, Inc. Classes: 39						
QUALITY MOVES AROUND THE WORLD	MS CNB	40085/14481	Registered	75/203405 25-Nov-1996	16-Dec-1997 2121442	16-Dec-2007	01-May-1994
Country: United States of America	Owner: UniGroup, Inc. Classes: 39						
RELOCATION SERVICES AND MAP DESI	MS CNB	40085/14484	Registered	75/202140 21-Nov-1996	09-Jun-1998 2163437	09-Jun-2008	19-Jul-1996
Country: United States of America	Owner: UniGroup, Inc. Classes: 39						
RENT-A-PRO	MS CNB	40085/14485	Registered	692400 29-Oct-1987	05-Jul-1988 1495415	05-Jul-2008	
Country: United States of America	Owner: UniGroup, Inc. Classes: 39						
SAFE-GUARD	MS CNB	40085/14486	Registered	087460 16-Dec-1959	09-Aug-1980 702716	09-Aug-2000	
Country: United States of America	Owner: UniGroup, Inc. Classes: 39						

Trademark List

Client: 40085 United Van Lines, Inc.

Trademark Name	Attorney(s)	Client/Matter	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
SAFETRAK	MS	40085/00000	Unfiled				
Country: United States of America	Owner: UniGroup, Inc.						
THE QUALITY SHOWS IN EVERY MOVE	MS CNB	40085/14488	Registered	730795	19-Sep-1989	19-Sep-2009	16-Oct-1992
Country: United States of America	Owner: UniGroup, Inc.			26-May-1988	1557264		
	Classes: 39						
TRANS ADVANTAGE AND DESIGN	MS CNB	40085/14489	Published	75/402622			
Country: United States of America	Owner: UniGroup, Inc.			09-Dec-1997			
	Classes: 35, 37, 39						
UNITED	MS CNB	40085/14491	Registered	73/089448	26-Apr-1977	26-Apr-2007	
Country: United States of America	Owner: UniGroup, Inc.			04-Jun-1976	1064658		
	Classes: 39						
UNITED	MS CNB	40085/14492	Registered	74/070963	14-Sep-1993	14-Sep-2003	
Country: United States of America	Owner: UniGroup, Inc.			20-Jun-1990	1792966		
	Classes: 39						
UNITED (STACKED)	MS CNB	40085/14494	Registered	220432	21-Apr-1981	21-Apr-2001	
Country: United States of America	Owner: UniGroup, Inc.			20-Jun-1979	1151934		
	Classes: 39						
UNITED VAN LINES AND DESIGN	MS CNB	40085/14495	Registered	027151	21-Jun-1960	21-Jun-2000	
Country: United States of America	Owner: UniGroup, Inc.			28-Mar-1957	699979		
	Classes: 39						
UNITED'S STERLING SYSTEM	MS CNB	40085/14496	Registered	735821	14-Mar-1989	14-Mar-2009	
Country: United States of America	Owner: UniGroup, Inc.			22-Jun-1988	1529471		
	Classes: 09						

TRADEMARK
REEL: 002690 FRAME: 0019

Trademark List

Client: 40085 United Van Lines, Inc.

Trademark Name	Attorney(s)	Client/Matter	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
VANSTAR	MS CNB	40085/14497	Registered	74/504007	04-Mar-1997	04-Mar-2007	05-Apr-1994
Country: United States of America	Owner: UniGroup, Inc.			23-Mar-1994	2042200		
	Classes: 38						

TRADEMARK
REEL: 002690 FRAME: 0020

COLLATERAL AGENCY AGREEMENT

COLLATERAL AGENCY AGREEMENT (the "*Agreement*"), dated as of June 23, 2000 (the "*Effective Date*") among the lenders party hereto (the "*Lenders*"), BANK OF AMERICA, N.A. ("*Bank of America*") and BANK ONE, NA ("*Bank One*"). Capitalized terms used herein and not specifically defined herein shall have the meanings ascribed to them in the Credit Agreement (as defined below) or the Intercreditor Agreement (as defined below).

WITNESSETH:

WHEREAS, certain of the Lenders are party to that certain Second Amended and Restated Credit Agreement dated as of June 23, 2000 by and among UniGroup, Inc., a Missouri corporation, as Borrower, the lenders party thereto (the "*Bank Lenders*"), Bank One, as Agent for the lenders and Commerce Bank, N.A. and First Union National Bank, as Co-Agents (as amended and as the same may be further amended, modified, supplemented and restated from time to time, the "*Credit Agreement*");

WHEREAS, the Lenders are party to that certain Second Amended and Restated Intercreditor Agreement and Collateral Agency Agreement dated as of November 23, 1999 by and among The Prudential Life Insurance Company of America, the lenders named therein, Bank of America, in its capacity as collateral agent for the Bank Lenders and for the Noteholders (as defined therein) (as amended, modified, supplemented and restated from time to time, the "*Intercreditor Agreement*");

WHEREAS, the Intercreditor Agreement provides that Bank of America shall serve as Collateral Agent for the Bank Lenders and the holders of the Shelf Notes and Prudential Notes, and their successors and assigns;

WHEREAS, Bank of America desires to resign as Collateral Agent for the Bank Lenders and the holders of the Shelf Notes and Prudential Notes, and the Required Lenders under the Intercreditor Agreement desire to appoint Bank One to serve as Collateral Agent for the Lenders and the holders of the Shelf Notes and Prudential Notes; and

WHEREAS, Bank One is willing to serve as Collateral Agent for the Lenders and the holders of the Shelf Notes and Prudential Notes pursuant to the Intercreditor Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, the parties hereto agree as follows:

SECTION 1. Replacement of Collateral Agent. As of the Effective Date, Bank of America resigns as Collateral Agent for the Bank Lenders and the holders of the Shelf Notes and Prudential Notes under the Intercreditor Agreement and the Required Lenders appoint Bank

One, pursuant to Section 4.09 of the Intercreditor Agreement, as Collateral Agent for the Bank Lenders and the holders of the Shelf Notes and Prudential Notes under the Intercreditor Agreement. Bank One hereby accepts such appointment and agrees to be bound by and to perform all of the rights, powers, privileges and duties of the Collateral Agent. Subject to Section 2 hereof, as of the Effective Date, Bank of America shall be discharged from its duties and obligations as Collateral Agent under the Intercreditor Agreement, the Credit Agreement, the Collateral Documents and the Credit Documents, but shall retain all rights under Sections 4.07, 4.08 and 4.11 of the Intercreditor Agreement with respect to all events prior to the Effective Date.

SECTION 2. Transfer of Collateral. The Required Lenders hereby direct Bank of America, on or promptly after the Effective Date (a) to transfer, assign and convey to Bank One, in its capacity as Collateral Agent for the Bank Lenders and the holders of the Shelf Notes and the Prudential Notes under the Intercreditor Agreement, any and all Collateral held by it pursuant to the Collateral Documents and the Credit Documents in its capacity as Collateral Agent, (b) to execute any and all instruments, agreements and other documents, including assignments of UCC financing statements, and to take such actions as may be reasonably requested by Bank One or the Required Lenders from time to time to properly transfer, assign and convey such Collateral to Bank One, as Collateral Agent for the Lenders and (c) to deliver such information relating to the Collateral and the administration of the Loans to Bank One as Bank One or the Required Lenders may reasonably request, provided that Bank of America shall be reimbursed for its reasonable out-of-pocket expenses and reasonable attorneys fees incurred in its capacity as Collateral Agent prior to the Effective Date or in connection with this Section 2.

SECTION 3. Collateral Documents and Credit Documents. All references in the Intercreditor Agreement, the Credit Agreement, the Collateral Documents and the other Credit Documents to Bank of America in its capacity as Collateral Agent shall from and after the Effective Date refer to Bank One in its capacity as Collateral Agent for the Lenders and the holders of the Shelf Notes and Prudential Notes under the Intercreditor Agreement. Except as specifically amended herein, the Intercreditor Agreement, the Credit Agreement, the Credit Documents and the Collateral Documents and all other documents, instruments and agreements executed in connection therewith shall remain in full force and effect. The execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of the Lenders, nor constitute a waiver of any provision of the Intercreditor Agreement, the Credit Agreement, the Credit Documents or the Collateral Documents or any of the other documents, instruments and agreements executed in connection therewith.

SECTION 4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (including, without limitation, 735 ILCS 105/5-1 *et seq.*, but otherwise without regard to the conflict of laws provisions) of the State of Illinois.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties hereto in any number of counterparts (including telecopy counterparts), each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

TRADEMARK
REEL: 002690 FRAME: 0022

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

BANK ONE, NA, individually and in its capacity as Agent and Collateral Agent

By: _____
Name: DENNIS SALETTA
Title: First Vice President

BANK OF AMERICA, N.A., individually and in its capacity as resigning Collateral Agent

By: _____
Name:
Title: Leslie Reuter
Managing Director

COMMERCE BANK, N.A., individually and in its capacity as Co-Agent

By: _____
Name:
Title:

FIRST UNION NATIONAL BANK, individually and in its capacity as Co-Agent

By: _____
Name:
Title:

FIRSTAR BANK, N.A.

By: _____
Name:
Title:

TRADEMARK
REEL: 002690 FRAME: 0023

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

BANK ONE, NA, individually and in its capacity as Agent and Collateral Agent

By:_____
Name:
Title:

BANK OF AMERICA, N.A., individually and in its capacity as resigning Collateral Agent

By:_____
Name:
Title:

COMMERCE BANK, N.A., individually and in its capacity as Co-Agent

By: [signature]
Name: William White
Title: Senior Vice President

FIRST UNION NATIONAL BANK, individually and in its capacity as Co-Agent

By:_____
Name:
Title:

FIRSTAR BANK, N.A.

By:_____
Name:
Title:

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

BANK ONE, NA, individually and in its capacity as Agent and Collateral Agent

By: _____
Name:
Title:

BANK OF AMERICA, N.A., individually and in its capacity as resigning Collateral Agent

By: _____
Name:
Title:

COMMERCE BANK, N.A., individually and in its capacity as Co-Agent

By: _____
Name:
Title:

FIRST UNION NATIONAL BANK, individually and in its capacity as Co-Agent

By: Ron R. Ferguson
Name: Ron R. FERGUSON
Title: SR. V.P.

FIRSTAR BANK, N.A.

By: _____
Name:
Title:

TRADEMARK
REEL: 002690 FRAME: 0025

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

BANK ONE, NA, individually and in its capacity as Agent and Collateral Agent

By:_____
Name:
Title:

BANK OF AMERICA, N.A., individually and in its capacity as resigning Collateral Agent

By:_____
Name:
Title:

COMMERCE BANK, N.A., individually and in its capacity as Co-Agent

By:_____
Name:
Title:

FIRST UNION NATIONAL BANK, individually and in its capacity as Co-Agent

By:_____
Name:
Title:

FIRSTAR BANK, N.A.

By:_____
Name: David J. Higbee
Title: Vice President

TRADEMARK
REEL: 002690 FRAME: 0026

NATIONAL CITY BANK

By: _____
Name: Sharon L. Johnston
Title: Vice President

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name:
Title:

MISSOURI STATE BANK

By: _____
Name:
Title:

UNION PLANTERS BANK

By: _____
Name:
Title:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: _____
Name:
Title:

TRADEMARK
REEL: 002690 FRAME: 0027

NATIONAL CITY BANK

By:_____
Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION

By: Robert M. Kadlick
Name: ROBERT M. KADLICK
Title: DULY AUTHORIZED SIGNATORY

MISSOURI STATE BANK

By:_____
Name:
Title:

UNION PLANTERS BANK

By:_____
Name:
Title:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By:_____
Name:
Title:

TRADEMARK
REEL: 002690 FRAME: 0028

NATIONAL CITY BANK

By:_____
Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION

By:_____
Name:
Title:

MISSOURI STATE BANK

By: _____
Name: Mark E. Sauerwein
Title: Vice President

UNION PLANTERS BANK

By:_____
Name:
Title:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By:_____
Name:
Title:

TRADEMARK
REEL: 002690 FRAME: 0029

NATIONAL CITY BANK

By:_____
Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION

By:_____
Name:
Title:

MISSOURI STATE BANK

By:_____
Name:
Title:

UNION PLANTERS BANK

By: Anne D Silvestri
Name: ANNE D S. Ivestri
Title: VICE President

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By:_____
Name:
Title:

TRADEMARK
REEL: 002690 FRAME: 0030

NATIONAL CITY BANK

By:_____
Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION

By:_____
Name:
Title:

MISSOURI STATE BANK

By:_____
Name:
Title:

UNION PLANTERS BANK

By:_____
Name:
Title:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By:_____
Name: W. Brad Winegar
Title: Vice President

WPB

TRADEMARK
REEL: 002690 FRAME: 0031

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of November 23, 1999 (the "Security Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the Secured Parties referenced therein (the "Secured Parties"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Collateral Agent for the ratable benefit of the Secured Parties:

TRADEMARK APPLICATIONS

Trademark Application No.	Description of Trademark Applied For	Date of Trademark Application
Pending	NET TRAC	5/12/2000
Pending	SURETRAK	5/12/2000

The Obligors and the Collateral Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

UNITED VAN LINES, LLC
(successor to United Van Lines, Inc.)

By: Donald E. Ellington
Name: DONALD E. ELLINGTON
Title: CHIEF FINANCIAL OFFICER

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By: Leslie Reuter
Name: Leslie Reuter
Title: Managing Director

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