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#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Termination and Release of Security Interest in Trademark Rights

#### **CONVEYING PARTY DATA**

| Name  | Formerly                 | Execution Date | Entity Type                   |
|---|--------------------------|----------------|-------------------------------|
| JPMorgan Chase Bank, as<br>Administrative Agent | The Chase Manhattan Bank | 12/01/2003     | New York Banking Corporation: |

#### **RECEIVING PARTY DATA**

| Name:           | SIRVA Relocation, LLC (merged with U.S. Relocation Services, Inc.) |  |  |
|-----------------|--|--|--|
| Street Address: | 6070 Parkland Drive  |  |  |
| City:           | Mayfield Heights   |  |  |
| State/Country:  | ОНЮ  |  |  |
| Postal Code:    | 44124  |  |  |
| Entity Type:    | CORPORATION: DELAWARE  |  |  |

PROPERTY NUMBERS Total: 1

| Property Type        | Number  | Word Mark              |
|----------------------|---------|------------------------|
| Registration Number: | 2275588 | THE AR2T OF RELOCATION |

#### **CORRESPONDENCE DATA**

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-2276

Email: KSolomon@stblaw.com
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ATTORNEY DOCKET NUMBER: 509265/0549

NAME OF SUBMITTER: Kimberly Solomon

Total Attachments: 4

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of December 1, 2003, from JPMorgan Chase Bank, (formerly known as The Chase Manhattan Bank), a New York banking corporation, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to SIRVA Relocation, LLC a Delaware corporation (by merger of U.S. Relocation Services, Inc., a Delaware corporation, therewith), (the "Obligor") with its principal place of business located at 6070 Parkland Drive, Mayfield Heights, OH 44124.

### **WITNESSETH:**

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of November 19, 1999, made by the Obligor and other Granting Parties (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Obligor to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Collateral Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 25, 2002, at Reel 002530 and Frame 0686; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

- 1. <u>Definitions</u>. The term "Trademark Collateral," as used herein, shall mean all of the Obligors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement.
- 2. <u>Release of Security Interest</u>. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK (formerly known as THE CHASE MANHATTAN BANK)

By: \_\_\_\_ Name: Title:

BRUCE BORDEN

VICE PRESIDENT

STATE OF New york) ss COUNTY OF Newyork)

On the Library, who is personally known to me to be the Vice President of JPMorgan Chase (formerly known as The Chase Manhattan Bank), a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described herein 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

BLSA V - BRESITH
 B - BR - Trope of New York
 S - FRA 1837-19

Commission expires Wardh 30, 2007

(PLACE STAMP AND SEAL ABOVE)

# Schedule A

## U.S. Trademark Registrations

| Mark                       | Registration No.  |
|----------------------------|-------------------|
| WHAT A DIFFERENCE; AR2T OF | (Application No.) |
| RELOCATION                 | 2,275,588         |

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**RECORDED: 01/12/2004** 

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