

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Allied Van Lines, Inc.		12/01/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York Banking Corporation:

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	1903048	ALLIED
Registration Number:	1583985	ALLIED
Registration Number:	515822	ALLIED
Registration Number:	515823	ALLIED VAN LINES
Registration Number:	858702	ALLIED VAN LINES WORLD'S NO. 1 MOVER
Registration Number:	2399376	ALLSTAR
Serial Number:	76074922	BEHIND THE WHEEL
Registration Number:	1558363	CAMIS
Registration Number:	1930938	CLAIMGUARD
Registration Number:	1381737	COMING HOME
Registration Number:	2405106	EXPRESS 1
Registration Number:	2405105	EXPRESS1
Registration Number:	1209044	EXTRA CARE PROTECTION PLAN
Serial Number:	76439128	KEEP YOUR BUSINESS MOVING
Registration Number:	2036696	

TRADEMARK

REEL: 002777 FRAME: 0540

900004324

OP \$790.00 1903048

Registration Number:	2343235	MERIDIAN
Registration Number:	2339961	MERIDIAN MOBILITY RESOURCES
Registration Number:	2068444	MOVEMASTER
Registration Number:	2638891	RELOCASHBACK
Registration Number:	1635690	SCAN!
Serial Number:	76367543	SIRVA
Serial Number:	76394826	SIRVA
Registration Number:	1814046	TG
Registration Number:	1540911	THE CAREFUL MOVERS
Registration Number:	1527398	THE 1 AMERICA TRUSTS
Registration Number:	2064481	TRADE SHOW PROS
Registration Number:	1823165	TRANSGUARD
Registration Number:	856747	WORLD'S NO. 1 MOVER 1
Serial Number:	78188154	WORLDWISE MOVING NETWORK
Registration Number:	1957420	1
Registration Number:	870642	1

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
 Correspondent Name: Alison J. Winick, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/0549
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NAME OF SUBMITTER:	Kimberly Solomon
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Total Attachments: 7
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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

THIS NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), dated as of December 1, 2003 is made by Allied Van Lines, Inc., a Delaware corporation (the "Obligor"), in favor of JPMorgan Chase Bank, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of December 1, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SIRVA Worldwide, Inc., a Delaware corporation (the "Parent Borrower"), the Foreign Subsidiary Borrowers from time to time parties thereto (together with the Parent Borrower, the "Borrowers"), the Lenders, the Agent, Credit Suisse First Boston, Deutsche Bank Securities Inc., and Goldman Sachs Credit Partners L.P., as Documentation Agents, and Bank 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; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Parent Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of December 1, 2003, in favor of the 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 granted to the Agent for the ratable benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks ; 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 financial accommodations to the Borrowers pursuant to the Credit Agreement, Obligor agrees, 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. The Obligor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Obligor in the ordinary course of its business, pursuant to the Guarantee and Collateral Agreement it granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of

the Trademarks of the Obligor (including, without limitation, those items listed on Schedule A hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Obligor, except that no security interest is or will be granted in any right, title or interest of the Obligor under or in any Trademark Licenses with Persons other than a Subsidiary of SIRVA, Inc., a Delaware corporation, for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark Licenses.

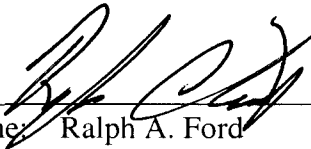
SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The 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 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.

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.

ALLIED VAN LINES, INC.

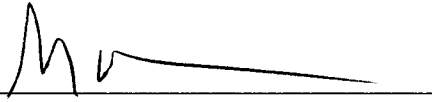
By: 
Name: Ralph A. Ford
Title: Secretary

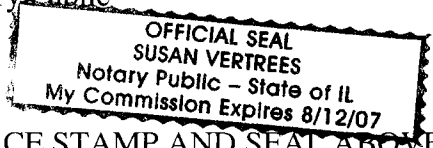
JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By: _____
Name:
Title:

STATE OF Illinois)
COUNTY OF DuPage) ss

On the 25 day of November 2003 before me personally came Ralph A. Ford, who is personally known to me to be the Secretary of Allied Van Lines, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Secretary 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

(PLACE STAMP AND SEAL ABOVE)

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.

ALLIED VAN LINES, INC.

By: _____
Name:
Title:

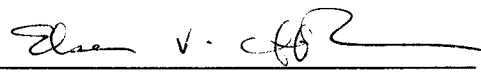
JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By:  _____
Name: BRUCE BORDEN
Title: VICE PRESIDENT

STATE OF New York)
) ss

COUNTY OF New York)
1st

On the _____ day of December, 2003, before me personally came
Bruce Borch, who is personally known to me to be the Vice President of
JPMorgan Chase, who, being duly sworn, did depose and say that she/he is the
Vice President 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 ELSA V. GRIFFITH
Notary Public, State of New York
No. 075R4838119
Qualified in Kings County
Commission Expires March 30, 2007

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
ALLIED	1,903,048
ALLIED AND DESIGN	1,583,985
ALLIED (stylized)	515,822
ALLIED VAN LINES (stylized)	515,823
ALLIED VAN LINES WORLD'S NO. 1 MOVER AND DESIGN	858,702
ALLSTAR	2,399,376
BEHIND THE WHEEL (Abandoning)	(76/074922)
CAMIS (stylized)	1,558,363
CLAIMGUARD	1,930,938
COMING HOME	1,381,737
EXPRESS I	2,405,106
EXPRESS I (Stylized)	2,405,105
EXTRA CARE PROTECTION PLAN	1,209,044
KEEP YOUR BUSINESS MOVING	(76/439128)
LITTLE MAN DESIGN (Abandoning)	2,036,696
MERIDIAN LOGO	2,343,235
MERIDIAN MOBILITY RESOURCES	2,339,961
MOVEMASTER (Abandoning)	2,068,444
RELOCASHBACK	2,638,891
SCAN!	1,635,690
SIRVA	(76/367543)
SIRVA & DESIGN	(76/394/826)
TG	1,814,046
THE CAREFUL MOVERS	1,540,911
THE 1 AMERICA TRUSTS	1,527,398
TRADE SHOW PROS	2,064,481
TRANSGUARD	1,823,165
WORLD'S NUMBER 1 MOVER 1 AND DESIGN	856,747
WORLDWIDE MOVING NETWORK & DESIGN	(78/188154)
1 AND DESIGN (IN COLOR)	1,957,420
1 AND DESIGN	870,642