

## 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
SIRVA Relocation, LLC		12/01/2003	Limited Liability Company: 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: 9

Property Type	Number	Word Mark
Registration Number:	2682278	CASH BUYERS MORTGAGE
Registration Number:	2132316	CYBERTUNITIES
Registration Number:	2182901	FLEXFEE
Registration Number:	2539670	OPTIMOVE
Registration Number:	2691966	PROSOURCE PROPERTIES
Serial Number:	78166739	REALESTATECASHBACK
Serial Number:	76512443	RELOCATION REINVENTED
Serial Number:	76506361	RELOCATION REDEFINED
Registration Number:	2142300	THE UNBUYOUT

## 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.

TRADEMARK

REEL: 002777 FRAME: 0549

900004325

OP \$240.00 2682278

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 SIRVA Relocation, LLC, a Delaware limited liability company (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 ratable 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.

SIRVA RELOCATION, LLC

By: 

Name: Ralph A. Ford

Title: Secretary

JPMORGAN CHASE BANK

as Administrative Agent for the Lenders

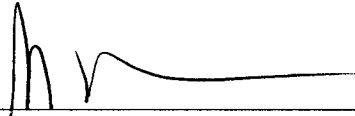
By: \_\_\_\_\_


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 SIRVA Relocation, LLC, a Delaware limited liability company; 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.

SIRVA RELOCATION, LLC

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

JPMORGAN CHASE BANK  
as Administrative Agent for the Lenders

By:  \_\_\_\_\_  
Name:  
Title: BRUCE BORDEN  
VICE PRESIDENT

STATE OF New York )  
 ) ss

COUNTY OF New York )

On the 1st day of December, 2003, before me personally came Bruce Bach, 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.

ELSA V. GRIFFITH  
Notary Public, State of New York  
No. 01GR4838119  
Qualified in Kings County  
Commission Expires March 30, 2007  
Elsa V. Griffith  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



## SCHEDULE A

### U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
CASH BUYERS MORTGAGE	2,682,278
CYBERTUNITIES	2,132,316
FLEXFEE (Stylized)	2,182,901
OPTIMOVE	2,539,670
PROSOURCE PROPERTIES	2,691,966
REALESTATECASHBACK	(78/166739)
RELOCATION REDEFINED	(76/512443)
RELOCATION REINVENTED	(76/506361)
THE UNBUYOUT	2,142,300