

06-15-2005

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

6/14/05

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To the Director, of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Moving.com, Inc.

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

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) June 1, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: General Electric Capital Corporation, as Agent

Internal

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

Street Address: 201 Merritt 7

City: Norwalk

State: CT

Country: USA Zip: 06856-5201

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship NY
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2409137 2608333 2337847 2392239 2560624  
1843288 1847359 2385463

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Kristin Brozovic

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

Street Address: c/o Latham & Watkins LLP

233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312-876-6541

Fax Number: 312-993-9767

Email Address: kristin.brozovic@lw.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

*Kristin Brozovic*

Signature

6/10/05

Date

00000099 2409137

Kristin Brozovic

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

06/16/2005 DMYRNE

01 FC:8521  
02 FC:8522  
03 FC:8523

Document recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003104 FRAME: 0460

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2005, by MOVING.COM, INC., a Delaware Corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Borrower, Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks (except if and to the extent that a grant of a security interest in the "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act would violate Section 10 of the Lanham Act, then notwithstanding anything to the contrary contained herein no grant of a security interest in any such "intent to use" applications or registrations shall attach until such time as an Amendment to Allege Use or a Statement of Use under Section 1(c) and 1(d) of said Act has been filed) and Trademark Licenses (provided that all necessary third-party consents have been obtained) to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MOVING.COM, INC.

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

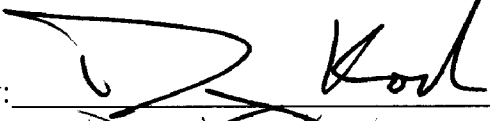
Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Trademark Security Agreement- Moving]

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION

By:   
Name: Douglas Koch  
Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement- Moving]

TRADEMARK  
REEL: 003104 FRAME: 0464

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS

Registered Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
Moving.com Inc. (in accordance with the Assignment by MoveCentral, Inc. filed with the U.S. Patent and Trademark Office on June 2, 2005)	Address Central	2,409,137	11/28/2000
Moving.com Inc. (in accordance with the Assignment by Monster Worldwide, Inc. filed with the U.S. Patent and Trademark Office on June 2, 2005)	Global Knowledge Center	2,608,333	8/13/2002
Moving.com Inc. (in accordance with the Assignment by Monster Worldwide, Inc. filed with the U.S. Patent and Trademark Office on June 2, 2005)	Microsurf	2,337,847	4/4/2000
Moving.com Inc. (in accordance with the Assignment by MoveCentral, Inc. filed with the U.S. Patent and Trademark Office on June 2, 2005)	Movenow	2,392,239	10/3/2000
Moving.com Inc. (in accordance with the Assignment by Monster Worldwide, Inc. filed with the U.S. Patent and Trademark Office on June 2, 2005)	Moving-Guide	2,560,624	4/9/2002

Moving.com Inc. (in accordance with the Assignment by MoveCentral, Inc. filed with the U.S. Patent and Trademark Office on June 2, 2005)	The Address Express	1,843,288 1,847,359	7/5/1994 7/26/1994
Moving.com Inc. (in accordance with the Assignment by Virtual Relocation.com, Inc. filed with the U.S. Patent and Trademark Office on June 2, 2005)	V& Design	2,385,463	9/12/2000
Moving.com Inc. (in accordance with the Assignment by Virtual Relocation.com, Inc. filed with the Oregon Patent and Trademark Office on June 2, 2005)	Virtual Relocation	534195 (Oregon)	3/28/2000

Unregistered Trademarks, Service Marks, or Trade Names

The "MOVING.COM" mark and derivations thereof, which is associated with the Online Relocation Business.

Trademark Applications

None

Trademark Licenses

None