

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bekins Company		12/12/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bekins Holding Corp.
Street Address:	330 South Mannheim Road
City:	Hillside
State/Country:	ILLINOIS
Postal Code:	60162
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78650407	ENCOMPASS THE EVOLUTION IN RELOCATION
Serial Number:	78507464	TRUST GOES A LONG WAY
Registration Number:	618004	BEKINS
Registration Number:	659670	BEKINS
Registration Number:	2427605	BEKINS
Registration Number:	1497103	BEKINS STOR'N MOR
Registration Number:	2455005	BEKINS TRADESHOW SERVICES
Registration Number:	2762203	BEKINS WORLDWIDE SOLUTIONS
Registration Number:	2550600	EXHIBIT CONFIDENCE
Registration Number:	2903179	LOKBOX
Registration Number:	1200685	THE NO EXCUSE MOVE

CORRESPONDENCE DATA

Fax Number: (312)977-4405

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

OP \$290.00 78650407

Phone: 312-977-4124
Email: jrquinn@uhlaw.com
Correspondent Name: Jennifer R Quinn
Address Line 1: 3500 Three First National Plaza
Address Line 2: Ungaretti & Harris LLP
Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	1270000-017
NAME OF SUBMITTER:	Jennifer R. Quinn
Signature:	/Jennifer R. Quinn/
Date:	12/16/2005

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of December 12, 2005, by THE BEKINS COMPANY, a Delaware corporation ("Assignor"), having its principal place of business at 330 South Mannheim Road, Hillside, Illinois 60162, for the benefit of BEKINS HOLDING CORP., a Delaware corporation ("Assignee"), having its principal place of business at 330 South Mannheim Road, Hillside, Illinois 60162.

WHEREAS, Assignor is the owner of the entire title and interest in and to the trademarks listed on Exhibit A hereto (the "Trademarks"); and

WHEREAS, Assignor desires to sell, and Assignee desires to acquire, the Trademarks.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in, to and under the Trademarks and to the goodwill of the business relating thereto and symbolized by said Trademarks.
2. Assignor hereby transfers, assigns and sets over to Assignee, free and clear of any claims, liens and encumbrances, all of Assignor's right, title and interest, legal and equitable, in and to any claims, causes of action for past, present or future infringements of the Trademarks and for unfair competition and any related claims Assignor may have against any third parties, whether known or unknown, and to apply any damages recovered to Assignee's account.
3. Assignor covenants to cooperate with Assignee, or its designees or legal representatives, to bring and maintain any such claims or causes of action, whether in a court of competent jurisdiction or in an administrative agency, and Assignor shall provide any documents, records and things necessary to maintain any and all claims or causes of action upon reasonable request of Assignee, its designee or legal representative.
4. Assignor covenants and agrees to execute and cause to be executed, at the request of Assignee, or its designees, successors, assigns or legal representatives, all assignments, powers of attorney, and other papers as may be reasonably necessary to enable Assignee to obtain or maintain the Trademarks herein conveyed or intended to be conveyed.

THE TRADEMARKS ARE CONVEYED BY SELLER WITHOUT ANY WARRANTIES WHATSOEVER. EXCEPT AS OTHERWISE PROVIDED HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. SELLER SHALL NOT BE LIABLE IN CONTRACT OR IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY OR FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED, PUNITIVE OR CONSEQUENTIAL

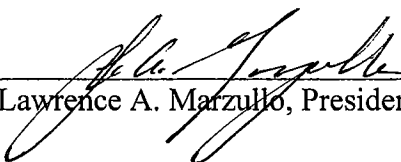
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DAMAGES RELATING TO THE TRADEMARKS.

[signature page attached]

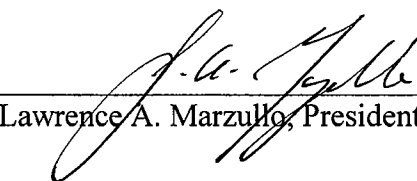
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the date first above written.

THE BEKINS COMPANY, a Delaware corporation



Lawrence A. Marzullo, President & CEO

BEKINS HOLDING CORP., a Delaware corporation

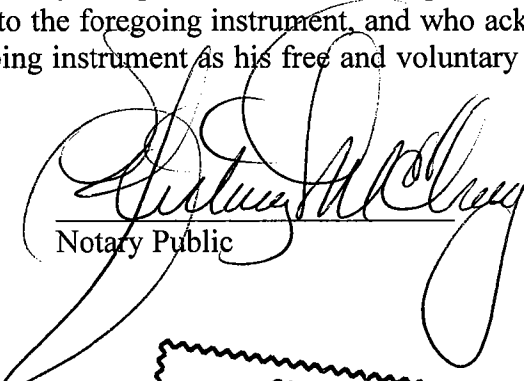


Lawrence A. Marzullo, President & CEO

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

Before me, a Notary Public in and for the County and State aforesaid, appeared to me LAWRENCE MARZULLO, personally known to be the officer of The Bekins Company above executing this document, and having authority to sign on behalf of the corporation and who is the same person whose name is subscribed to the foregoing instrument, and who acknowledged that the execution and delivery of the foregoing instrument as his free and voluntary act for the uses and purposes therein expressed.

(SEAL)



Notary Public

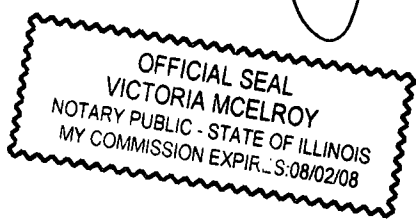


EXHIBIT A

Trademarks

Held:

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Serial Number</u>	<u>Filing Date</u>
BEKINS (stylized)	618,004	12/20/1955	71/662777	03/17/1954
BEKINS	659,670	03/25/1958	72/024315	02/13/1957
BEKINS (stylized) for tradeshow	2,427,605	02/06/2001	75/783764	08/24/1999
BEKINS STOR'N MOR	1,497,103	07/19/1988	73/653219	04/06/1987
BEKINS TRADESHOW SERVICES	2,455,005	05/29/2001	75/915701	02/09/2000
BEKINS WORLDWIDE SOLUTIONS	2,762,203	09/09/2003	76/081515	06/29/2000
EXHIBIT CONFIDENCE	2,550,600	03/19/2002	75/783773	08/24/1999
LOKBOX	2,903,179	11/16/2004	78/231521	03/28/2003
THE NO EXCUSE MOVE	1,200,685	07/06/1982	73/295788	02/05/1981

Applied for:

<u>Trademark</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Serial Number</u>	<u>Filing Date</u>
en COMPASS & Design	78/650407	N/A	78/650407	06/14/2005
TRUST GOES A LONG WAY	78/507464	N/A	78/507464	10/28/2004

Common Law Trademarks:

CLIMATE-RITE
SETTLE-IN SERVICES (design)