

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
EFFECTIVE DATE:	12/12/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bekins Holding Corp., A Delaware corporation		12/12/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	HD Acquisition Corp., a Delaware corporation
Street Address:	330 South Mannheim Road
City:	Hillside
State/Country:	ILLINOIS
Postal Code:	60162
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0618004	BEKINS

CORRESPONDENCE DATA

Fax Number: (213)892-9494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (213) 892-9200
 Email: laipdocket@fulbright.com, lware@fulbright.com
 Correspondent Name: M. John Carson - Fulbright & Jaworski
 Address Line 1: 555 So. Flower Street
 Address Line 2: 41st Floor
 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	5741-100/09800875
NAME OF SUBMITTER:	Attorneys for Licensor and Licensee

CH \$40.00 0618004

Signature:	/M. John Carson/
Date:	02/22/2007
Total Attachments: 9 source=5741-100 trademark license agreement#page1.tif source=5741-100 trademark license agreement#page2.tif source=5741-100 trademark license agreement#page3.tif source=5741-100 trademark license agreement#page4.tif source=5741-100 trademark license agreement#page5.tif source=5741-100 trademark license agreement#page6.tif source=5741-100 trademark license agreement#page7.tif source=5741-100 trademark license agreement#page8.tif source=5741-100 trademark license agreement#page9.tif	

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EXECUTION COPY

TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT (the "Agreement") is made and entered into as of December 12, 2005, by and between Bekins Holding Corp., a Delaware corporation ("Licensor"), and HD Acquisition Corp., a Delaware corporation (together with its Affiliates, "Licensee"). *Capitalized terms used but not otherwise defined herein shall have the meaning assigned to them in the Merger Agreement (as defined below).*

WHEREAS, HD Holdings, Inc. ("Parent"), a Delaware corporation, HD Acquisition Corp. ("Merger Sub"), a Delaware corporation, and The Bekins Company ("TBC"), a Delaware corporation, have entered into an Agreement and Plan of Merger dated as of December 8, 2005 (the "Merger Agreement") whereby Merger Sub merged with and into TBC (the "Merger"), with TBC continuing as the surviving corporation after the Merger;

WHEREAS, following the Merger, TBC changed its name to HD Acquisition Corp.;

WHEREAS, as a condition to Parent's and Merger Sub's obligations to close the transactions contemplated by the Merger Agreement, all of Licensor's rights, title and interests in and to the Names, Marks and Prefixes listed on Schedule A hereto (the "Licensed Names, Marks and Prefixes") are to be licensed to the Licensee as set forth herein.

NOW, therefore, in consideration of the mutual promises and agreements set forth below, the parties agree as follows:

1. Termination of Rights.

(a) Licensee acknowledges and agrees that, except as otherwise provided in this Agreement or as agreed to by the Licensor in writing, following the Effective Time, Licensee shall cease and discontinue all uses of the Licensed Names, Marks and Prefixes, except as set forth in Section 2 below. In furtherance of and without limiting the foregoing, as promptly as practicable after the Effective Time, and, unless expressly permitted elsewhere in this Agreement, in no event later than ninety (90) days after the Effective Time, Licensee shall re-label, destroy or use up in the ordinary course of business all materials bearing any Licensed Names, Marks and Prefixes, including all advertising and promotional materials and other publicly disseminated information (the "Materials"). Licensee and its Affiliates shall (i) commence the removal of the Licensed Names, Marks and Prefixes from all of the Materials immediately which process shall be completed no later than ninety (90) days from the Effective Time, (ii) within ninety (90) days from the Effective Time, cease all use of any Licensed Names, Marks and Prefixes on or in connection with any stationery, business cards, purchase orders, agreements of sale, leases, warranties, indemnifications, invoices and other similar correspondence and other documents of a contractual nature, (iii) except as otherwise provided in this Agreement, complete the removal of all Licensed Names, Marks and Prefixes from all product and technical information promotional brochures no later than ninety (90) days after the

Effective Time and (iv) not affix any Licensed Names, Marks and Prefixes to any products not bearing such marks at the Effective Time.

(b) Notwithstanding the foregoing or anything else in this Agreement or the Merger Agreement to the contrary, Licensee shall be permitted to use the Licensed Names, Marks and Prefixes on all vehicles, trailers and storage units used in connection with the Business for a period of eighteen (18) months from the Effective Time. Prior to the expiration of such eighteen (18) month period, Licensee agrees to re-label, re-paint, and re-brand such vehicles, trailers, and storage units bearing any Licensed Names, Marks, and Prefixes.

(c) Notwithstanding the foregoing or anything else in this Agreement or the Merger Agreement to the contrary, Licensor agrees to extend the eighteen (18) month time period stated in paragraph 1(b) to a total time period of two (2) years if Licensee, in good faith, requires such time to complete re-labeling, re-painting, and re-branding the vehicles, trailers, and storage units used in connection with the Business.

2. License Grant. Notwithstanding anything to the contrary in this Agreement or the Merger Agreement, Licensor hereby grants to Licensee a fully-paid, royalty-free, nontransferable, non-perpetual, non-exclusive license, with no right to sublicense, to use the Licensed Names, Marks and Prefixes in connection with the Business, subject to the terms and conditions herein. The license granted to Licensee under this Section 2 authorizes Licensee to continue to use the Licensed Names, Marks and Prefixes for a period of ninety days (90) days for materials including any stationery, business cards, purchase orders, agreements of sale, leases, warranties, indemnifications, invoices and other similar correspondence and other documents of a contractual nature, and all product and technical information promotional brochures; and for a period of eighteen (18) months after the Effective Time for all vehicles, trailers, and storage units used in connection with the Business.

Notwithstanding the foregoing or anything else in this Agreement or the Merger Agreement to the contrary, Licensor agrees to extend the eighteen (18) month time period stated in this paragraph 2 to a total time period of two (2) years if Licensee, in good faith, requires such time to complete re-labeling, re-painting, and re-branding the vehicles, trailers, and storage units used in connection with the Business.

Notwithstanding anything to the contrary in this Agreement or the Merger Agreement, "use" in this Agreement refers solely to trademark use. Nothing in this Agreement precludes or restricts Licensee's use of the Licensed Names, Marks, Prefixes in non-trademark ways, for example in reference to the Bekins companies or to refer to Licensor's products or services, nor shall such non-trademark uses or references to Licensor's products or services affect the rights of the Licensee under this Agreement.

3. Ownership of Licensed Names, Marks, and Prefixes.

(a) Licensee acknowledges and agrees that Licensor is the owner of the Licensed Names, Marks and Prefixes, and that its right to use the Licensed Names, Marks and Prefixes is derived solely from this Agreement and is limited to conduct pursuant to and in compliance with this Agreement and all specification prescribed by Licensor. Any unauthorized

use of the Licensed Names, Marks and Prefixes by Licensee is a breach of this Agreement and an infringement of the rights of Licensor in and to the Licensed Names, Marks and Prefixes. Licensee acknowledges and agrees that all usage of the Licensed Names, Marks and Prefixes by it and any goodwill established by its use of the Licensed Names, Marks and Prefixes inures to the exclusive benefit of Licensor and that this Agreement does not confer any goodwill or other interests in the Licensed Names, Marks or Prefixes upon it, other than the limited rights expressly provided for in Section 2. Licensee agrees that it will not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Licensed Names, Marks or Prefixes or assist any other person in contesting the validity or ownership of any of the Licensed Names, Marks or Prefixes.

(b) Licensee may not use any of the Licensed Names, Marks and Prefixes in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized by Licensor. Licensee may not use any of the Licensed Names, Marks and Prefixes in any manner which has not been specified herein or approved by Licensor.

(c) Licensee agrees to promptly notify Licensor of any claim, demand, or cause of action based upon or arising from any attempt by any other person, firm or corporation to use any of the Licensed Names, Marks and Prefixes or any colorable imitation thereof. Licensee also agrees to notify Licensor of any action, claim or demand against Licensee relating to the Licensed Names, Marks and Prefixes, and Licensor will have the sole right to defend any such action. Licensor will have the exclusive right to contest or bring action against any third party regarding the third party's use of any of the Licensed Names, Marks and Prefixes and may exercise such right in its sole discretion. In any defense or prosecution of any litigation relating to any of the Licensed Names, Marks and Prefixes undertaken by Licensor, Licensee agrees to cooperate with Licensor, at Licensor's expense, and execute any and all documents and take all actions that, in the opinion of Licensor's attorneys, are desirable or necessary to carry out such defense or prosecution. Both parties will make every effort consistent with the foregoing to protect, maintain, and promote the Licensed Names, Marks and Prefixes as owned by Licensor. Licensor makes no representation or warranty, express or implied, as to the use, exclusive ownership, validity or enforceability of the Licensed Names, Marks and Prefixes.

4. Quality Standards.

(a) Licensee agrees that the nature and quality of all uses of the Licensed Names, Marks and Prefixes, if any, authorized under this Agreement shall be the same as or of better quality to those that existed prior to the Merger, as set by Licensor. Licensee acknowledges that Licensor's use prior to the date of this Agreement of the Licensed Names, Marks and Prefixes has been in connection with products and services that are deemed to be high quality in their respective marketplaces. Licensee further agrees to operate its business in accordance with at least the same standards of quality, appearance, service and other standards that are observed as of the Effective Time.

(b) If at any time in Licensor's reasonable judgment the appearance of the Licensed Names, Marks and Prefixes on any materials produced by Licensee does not meet the standards set forth herein, Licensor will so notify Licensee in writing, specifying the action to be taken by Licensee to correct such deficiency. If Licensee fails or refuses to initiate within thirty

(30) days after receipt of such notice, and thereafter continue, a bona fide effort to complete any required maintenance, Licensor has the right to terminate this Agreement.

5. Agents. Notwithstanding anything to the contrary in this Agreement or the Merger Agreement:

(a) Licensee will use commercially reasonable efforts to cause the Agents to remove the Licensed Names, Marks and Prefixes from all vehicles, trailers, and storage units used in connection with the Business and controlled or otherwise operated by the Agents, including, without limitation, by enforcing Licensee's rights under the Agent Agreements, however, Licensee shall not be liable or in any way responsible for any failure by any Agent to so remove the Licensed Names, Marks and Prefixes.

(b) Licensee will use commercially reasonable efforts to ensure that the Agents adhere to the quality standards described herein, including, without limitation, by enforcing Licensee's rights under the Agent Agreements, however, Licensor acknowledges and agrees that Licensee cannot guarantee that any Agents will adhere to such quality standards and Licensee shall not be liable or in any way responsible for any Agent's failure to adhere to a quality standard.

6. Limitations on Use of the Licensed Names, Marks and Prefixes. Licensee shall have the right to use the Licensed Names, Marks and Prefixes only as provided for by Section 2 of this Agreement. Licensee shall not use the Licensed Names, Marks and Prefixes in a manner so as to in any way erode or prejudice the Licensor's rights therein or the reputation or goodwill of the Licensor generally.

7. Term.

(a) This Agreement shall begin as of the date of execution of this Agreement, and shall continue in full force and effect until terminated as provided in Section (7)(b) (the "Term").

(b) This Agreement will terminate automatically as provided in the second and third sentences of Section 2 or upon the occurrence of any of the following events:

(i) Licensee materially misuses or makes an unauthorized use of any of the Licensed Names, Marks or Prefixes or commits any act which can reasonably be expected to materially impair the goodwill associated with any of the Licensed Names, Marks and Prefixes; or

(ii) the institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by Licensee or actions taken by Licensee in furtherance of bankruptcy, insolvency, reorganization or other similar proceedings for the benefit of Licensee.

8. Audit and Certification. Licensee shall, upon reasonable notice by the Licensor, permit an authorized representative of the Licensor to enter and inspect Licensee's premises and

records to ensure that Licensee is complying with its obligations under this Agreement. In addition, Licensee shall deliver to the Licensor within fifteen (15) Business Days of a request by the Licensor a statutory declaration executed by a director of Licensee certifying that Licensee is complying with its obligations under this Agreement.

9. Rights and Duties of Parties Upon Expiration or Termination. Upon termination or expiration, this Agreement and all rights granted to Licensee hereunder will terminate, and:

(a) Licensee must immediately cease to use the Licensed Names, Marks and Prefixes, including without limitation by advertising or in any other manner whatsoever. In particular, Licensee must cease to use, without limitation, all signs, advertising materials, stationery, forms, and any other articles which display the Licensed Names, Marks and Prefixes;

(b) Licensee agrees not to use any reproduction, counterfeit, copy or colorable imitation of any of the Licensed Names, Marks or Prefixes either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute Licensor's exclusive rights in and to the Licensed Names, Marks and Prefixes and further agrees not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with Licensor so as to constitute unfair competition;

(c) Licensee agrees to pay Licensor's damages, costs and expenses, including reasonable attorneys' fees, incurred by Licensor if Licensor is successful in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement. This paragraph shall survive the termination or expiration of the License granted by this Agreement; and

(d) all obligations which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

10. Limitation. This Agreement relates only to the ownership, licensing and enforcement of the Licensed Names, Marks and Prefixes and is not intended in any way to limit or address any other rights of the parties.

11. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed, interpreted and enforced, in accordance with the internal Laws of the State of Illinois, without regard to its conflicts of law principles. All judicial proceedings brought against any party hereto arising out of or relating to this Agreement or any obligation hereunder shall exclusively be brought in any state court of competent jurisdiction in the State of Illinois and each party hereto irrevocably accepts generally and unconditionally the exclusive jurisdiction and venue of such court, waives any defense of forum non conveniens and agrees that service of process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to such party at the address specified in this Agreement.

12. No Waiver. No waiver by any party of any provisions or conditions of this Agreement shall be construed or deemed a waiver of any other provisions or conditions of this Agreement, or a waiver of any subsequent breach of the same provision or condition.

13. Headings. The headings and captions used in this Agreement are for convenience only and shall not be deemed to affect in any way the substantive provision to which they refer.

14. Counterparts. This Agreement may be executed in any number of counterparts, (including by means of facsimile signature pages) each of which will be deemed an original, and all of which together will constitute one and the same instrument.

15. Transferability of Interest. This Agreement and all rights hereunder may not be assigned or transferred by Licensee without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion.

16. Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties to this Agreement and their respective heirs, executors, legal representatives, successors and permitted assigns.

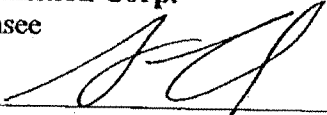
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement on the date first set forth above.

Bekins Holding Corp.
As Licensor

HD Acquisition Corp.
As Licensee

By: 

By: 

Name: Lawrence A. Marzullo

Name: Steven Carrel

Title: President

Title: Vice President

Signature Page to Trademark License Agreement

Schedule A

Transferred Names, Marks and Prefixes

1. As set forth in Exhibit J to the Merger Agreement

**Exhibit J
Excluded Assets**

Trademarks

<u>Trademark</u>	<u>Reg. #</u>	<u>JURISDICTION</u>	<u>Type</u>	<u>Class</u>	<u>Class Expiration</u>
BEKINS(stylized)	618, 004	USA	Service Mark	39	12/20/05
BEKINS	659, 670	USA	Trade Mark	2	3/25/08
BEKINS (stylized) for Tradeshow	2,427,605	USA	Service Mark	39	2/6/2011
BEKINS moving and storage	29838	CA	Service Mark	39	7/20/07
BEKINS STOR' N MOR	1,497,103	USA	Service Mark	39	7/19/08
BEKINS TRADESHOW SERVICES	2,455,005	USA	Service Mark	39	5/29/2011
BEKINS WORLDWIDE SOLUTIONS	2,762,203	USA	Service Mark	35,39	9/9/2013
EXHIBIT CONFIDENCE	2,550,600	USA	Service Mark	39	3/19/2012
LOKBOX	16245	CA	Service Mark	105	4/15/2013
LOKBOX	2,903,179	USA	Service Mark	39	11/16/2014
THE NO EXCUSE MOVE	1,200,685	USA	Service Mark	39	7/6/2012
APPLIED FOR:					
en COMPASS & Design	78/650407	USA	Service Mark	39	
TRUST GOES A LONG WAY	78/507464	USA	Service Mark	39	
COMMON LAW TRADEMARKS					
CLIMATE-RITE			Service Mark		
SETTLE-IN SERVICES (design)			Service Mark		

Real Property - Real property and improvements located at 330 S. Mannheim Road, Hillside, Illinois

Phone system - Customer Interaction Center (CIC) solution from Interactive Intelligence, Inc. (I3)

IBM Server X365 Server - 4 way
RXE100 Expansion Chassis supporting 32 T1's (of which 8 PRI's)
20 Channel Banks supporting over 500 ports

Test/Development Phone Server
IBM Server X365 - 2 way
RXE100 Expansion Chassis