

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights - First Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIRVA Relocation LLC		05/12/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	77133191	APEX	
Registration Number:	2682278	CASH BUYERS MORTGAGE	
Registration Number:	2182901	FLEXFEE	
Serial Number:	78934806	MOVEOURHOME	
Registration Number:	2539670	OPTIMOVE	
Registration Number:	2691966	PROSOURCE PROPERTIES	
Registration Number:	2827440	RELOCATION REDEFINED	
Serial Number:	78695374	RISKGUARD	
Serial Number:	78694319	RISKGUARD AVX	
Serial Number:	78694660	RISKGUARD BVX	
Registration Number:	2142300	THE UNBUYOUT	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		

OP \$290.00 77133191

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TRADEMARK
REEL: 003789 FRAME: 0677

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

Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, 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
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	06/04/2008

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 12, 2008 is made by SIRVA RELOCATION LLC, a Delaware limited liability company, located at c/o SIRVA Worldwide, Inc., 700 Oakmont Lane, Westmont, Illinois 60559 (the "Obligor"), in favor of JPMORGAN CHASE BANK, N.A., located at P.O. Box 2558, Houston, Texas 77252, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of May 12, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among (i) SIRVA WORLDWIDE, INC., a Delaware corporation and a parent of Obligor (the "Borrower") and (ii) SIRVA, INC., a Delaware corporation and a parent of the Borrower.

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 Borrower 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 Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of May 12, 2008, 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, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the 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 Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, 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 pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of

Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

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

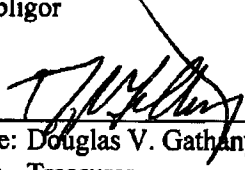
SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 22 day of April, 2008.

SIRVA RELOCATION LLC
as Obligor

By: 
Name: Douglas V. Gathany
Title: Treasurer

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: _____
Name: _____
Title: _____

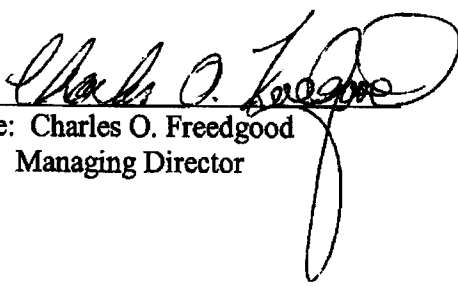
*SIRVA Relocation LLC
IP Security Agreement 1st Lien*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 7 day of May, 2008.

SIRVA RELOCATION LLC
as Obligor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: 
Name: Charles O. Freedgood
Title: Managing Director

ACKNOWLEDGMENT OF OBLIGOR

STATE OF New York)
) ss
COUNTY OF New York)

On the 22 day of April, 2008, before me personally came
Douglas Gathany, who is personally known to me to be the Treasurer of
SIRVA RELOCATION LLC, a Delaware limited liability company; who, being duly sworn, did
depose and say that she/he is the Treasurer 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 Managers of such
corporation; and that she/he acknowledged said instrument to be the free act and deed of said
corporation.



Notary Public

LETICIA LATTO
NOTARY PUBLIC, State of New York
No. 01LA6165651
Qualified in Westchester County
Commission Expires May 14, 2011

(PLACE STAMP AND SEAL ABOVE)

SIRVA Relocation LLC
IP Security Agreement 1st Lien

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ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
COUNTY OF New York) ss

On the 7th day of May, 2008, before me personally came Charles G. Freedgood, who is personally known to me to be the Managing Director of JPMORGAN CHASE BANK, N.A.; who, being duly sworn, did depose and say that she/he is the Managing Director 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.

MARGARITA ORTIZ
Notary Public, State of New York
Qualified in Bronx County
Reg. No. 01OR6041062
My Commission Expires May 1, 2010

Margarita Ortiz
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	App./Reg Number	Filing/Reg Date
APEX (Class 42)	77/133191	03/16/2007
CASH BUYERS MORTGAGE (Class 35 & 36)	2,682,278	02/04/2003
FLEX FREE (Stylized) (Class 36)	2,182,901	08/18/1998
MOVEOURHOME	78/934806	07/21/2996
OPTIMOVE (Class 35 & 36)	2,539,670	02/19/2002
PROSOURCE PROPERTIES (Class 35 & 36)	2,691,966	03/04/2003
RELOCATION REDEFINED (Class 35)	2,827,440	03/30/2004
RISKGUARD (Class 35 & 36)	78/695374	08/18/2005
RISKGUARD AVX (Class 35 & 36)	78/694319	08/17/2005
RISKGUARD BVX (Class 35 & 36)	78/694660	08/17/2005
THE UNBUYOUT (Class 35 & 36)	2,142,300	03/10/1998

U.S. Trademark Exclusive Licenses

None.