

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in Trademark Rights - Second Lien

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SIRVA Relocation LLC		05/12/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wilmington Trust Company, as Administrative Agent
<b>Street Address:</b>	Rodney Square North
<b>Internal Address:</b>	1100 North Market Street
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19890-1605
<b>Entity Type:</b>	Banking Corporation: DELAWARE

**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**

**900108172**

**TRADEMARK  
 REEL: 003789 FRAME: 0697**

**OP \$290.00 77133191**

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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 WILMINGTON TRUST COMPANY, a Delaware banking corporation, located at Rodney Square North, 1100 North Market Street, Wilmington, DE 19890-1605, as Administrative Agent (together with its successors and assigns, in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Term Loan 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"), (ii) SIRVA, INC., a Delaware corporation and a parent of the Borrower, (iii) JPMORGAN CHASE BANK, N.A., as documentation agent and as syndication agent and (iv) J.P. MORGAN SECURITIES INC., as arranger.

WITNESSETH:

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 Second Lien 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 "Second Lien Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Second Lien 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 Second Lien Guarantee and Collateral Agreement.

SECTION 2. Grant of Second Lien 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 Second Lien Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Second Lien 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.

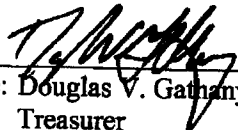
SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Second Lien Guarantee and Collateral Agreement, 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 Second Lien Guarantee and Collateral Agreement, the terms of the Second Lien 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 8 day of May, 2008.

SIRVA RELOCATION LLC  
as Obligor

By:   
Name: Douglas V. Gathany  
Title: Treasurer

WILMINGTON TRUST COMPANY  
as Administrative Agent for the Lenders

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

*SIRVA Relocation LLC  
IP Security Agreement 2nd Lien*

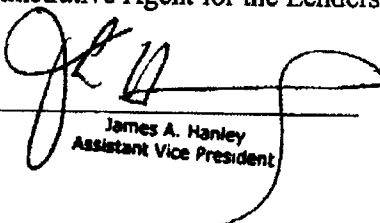
TRADEMARK  
REEL: 003789 FRAME: 0701

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 5 day of May, 2008.

SIRVA RELOCATION LLC  
as Obligor

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

WILMINGTON TRUST COMPANY,  
as Administrative Agent for the Lenders

By:   
Name: James A. Hanley  
Title: Assistant Vice President

ACKNOWLEDGMENT OF OBLIGOR

STATE OF Il )  
 ) ss  
COUNTY OF DuPage )

On the 8 day of May, 2008, before me personally came Douglas V. 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 he is the Treasurer in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Managers of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



Margery S. Brinales  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

*SIRVA Relocation LLC*  
*IP Security Agreement 2nd Lien*

TRADEMARK  
REEL: 003789 FRAME: 0703

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF DE )  
 )  
COUNTY OF New-Castle ) ss

On the 8 day of May, 2008, before me personally came James A. Hardy, who is personally known to me to be the Assistant President of WILMINGTON TRUST COMPANY; who, being duly sworn, did depose and say that she/he is the Assistant 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.

[Signature]  
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.