

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights - Second Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lyon Van Lines, Inc.		05/12/2008	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Wilmington Trust Company, as Administrative Agent		
Street Address:	Rodney Square North		
Internal Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890-1605		
Entity Type:	Banking Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1015990	LYON	
Registration Number:	2038481		
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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		

OP \$65.00 1015990

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TRADEMARK
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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 LYON VAN LINES, INC., an Indiana corporation, 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.

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 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.

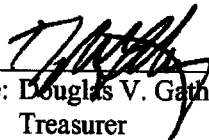
SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Second Lien Guarantee and Collateral Agreement,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

LYON VAN LINES, INC.
as Obligor

By: 
Name: Douglas V. Gathany
Title: Treasurer

WILMINGTON TRUST COMPANY
as Administrative Agent for the Lenders

By: _____
Name:
Title:

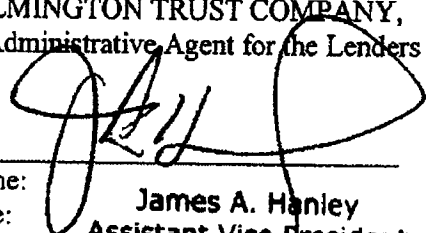
*Lyon Van Lines, Inc.
IP Security Agreement 2nd Lien*

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.

LYON VAN LINES, INC.
as Obligor

By: _____
Name:
Title:

WILMINGTON TRUST COMPANY,
as Administrative Agent for the Lenders

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

ACKNOWLEDGMENT OF OBLIGOR

STATE OF Il)
COUNTY OF De Page) ss

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 LYON VAN LINES, INC., an Indiana corporation; 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 Directors 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)

Lyon Van Lines, Inc.
IP Security Agreement 2nd Lien

TRADEMARK
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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. Herby, who is personally known to me to be the President of WILMINGTON TRUST COMPANY; who, being duly sworn, did depose and say that she/he is the Officer 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.

Patricia W. Zia
Notary Public PATRICIA W. ZIA
Notary Public - State of Delaware
My Comm. Expires July 12, 2009

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	App./Reg Number	Filing/Reg. Date
LYON	1,015,990	07/15/1975
RUNNING LION	2,038,481	02/18/1997

U.S. Trademark Exclusive Licenses

None.