DP \$115,00 11672

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
Global Van Lines, Inc.		05/12/2008	CORPORATION: INDIANA

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: 4

Property Type	Number	Word Mark
Registration Number:	1167207	GLOBAL
Registration Number:	0897127	GLOBAL
Registration Number:	1119228	GLOBAL
Registration Number:	0903656	GLOBAL

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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

900108175 REEL: 003789 FRAME: 0724

Signature:	/ml/
Date:	06/04/2008
Total Attachments: 7 source=GVLT1#page1.tif source=GVLT1#page2.tif source=GVLT1#page3.tif source=GVLT1#page4.tif source=GVLT1#page5.tif source=GVLT1#page6.tif source=GVLT1#page7.tif	

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 GLOBAL VAN LINES, INC., an Indiana corporation, 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.

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 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. <u>Definitions</u>. 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. <u>Purpose</u>. 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. <u>Acknowledgment</u>. 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. <u>Counterparts</u>. 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]

N 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.
GLOBAL VAN LINES, INC. as Obligor
By:
JPMORGAN CHASE BANK, N.A. as Administrative Agent for the Lenders
By: Name: Title:

Global Van Lines, Inc. 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 2 day of May, 2008.

> GLOBAL VAN LINES, INC. as Obligor

By:__ Name: Title:

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

Name: Charles O. Freedgood
Title: Managing Di

Title: Managing Director

ACKNOWLEDGMENT OF OBLIGOR

STATE OF NEW YORK)	
COUNTY OF NEW YORK) SS	
On the day of Operl, 2008, before me personally came, who is personally known to me to be the Treasurer of GLOBAL VAN LINES, INC., an Indiana corporation; who, being duly sworn, did depose a say that she/he is the Treasurer in such corporation, the corporation description 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 the she/he acknowledged said instrument to be the free act and deed of said corporation.	ribed

NOTARY PUBLIC, State of New York
No. 01LA6165651
Qualified in Westchester County
Commission Expire MEATE APPOVE)

Global Van Lines, Inc. IP Security Agreement 1st Lien

ACKNOWLEDGMENT OF ADMI	INISTRATIVE AGENT
STATE OF INITAL YOLK	
COUNTY OF New (OK) ss On the day of May, 2008, before a who is personally known to m IPMORGAN CHASE BANK, NA who being delay.	
On the 7th day of May, 2008, before i	me personally came
charles United good, who is personally known to n	ne to be the Wango in North of
or more dank, n.a., who, being diffy	SWOTH, GIG GENOSE AND SAV that she/he is:
in such corporation, the	ne corporation described in and which
executed the foregoing instrument; that she/he execute	d and delivered said instrument pursuant
to authority given by the Board of Directors of such co	progration; and that she/he acknowledged
said instrument to be the free act and deed of said corp	oration.
AAARGARITA ORTIZ	Maparika Adk Totary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Sin Ace Number	calibares Date
GLOBAL & DESIGN (CLASS 16)	1,167,207	09/01/1981
GLOBAL & DESIGN (CLASS 39)	897,127	08/18/1970
GLOBAL (CLASS 16)	1,119,228	05/29/1979
GLOBAL (CLASS 39)	903,656	12/01/1970

U.S. Trademark Exclusive Licenses

None.

RECORDED: 06/04/2008