

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
North American Van Lines, Inc.		05/12/2008	CORPORATION: DELAWARE
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: 19			
Property Type	Number	Word Mark	
Registration Number:	0948409		
Registration Number:	0914752		
Registration Number:	1580611	E	
Serial Number:	77431996	HOME TOUCH!	
Registration Number:	2270122	HOME TOUCH!	
Registration Number:	2484217	HOME TOUCH!	
Registration Number:	2230958	HOME-TO-HOME	
Registration Number:	2976122	IF IT'S IMPORTANT TO YOU, IT'S IMPORTANT TO US	
Registration Number:	2375841	MEDALLION FLEET	
Registration Number:	1085700	NADS	
Registration Number:	2969137	NAL	
Registration Number:	0917431	NORTHAMERICAN	
Registration Number:	1310419	NORTH AMERICAN INTERNATIONAL	

OP \$490.00 0948409

Registration Number:	0915264	NORTHAMERICAN VANLINES
Registration Number:	3291833	PRICELOCK
Registration Number:	3288883	PRICELOCK
Registration Number:	2653736	SPEED-EASE
Registration Number:	2274108	THE 100% SOLUTION
Registration Number:	1714226	WORLDTRAC

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
Signature:	/ml/
Date:	06/04/2008

Total Attachments: 7

source=NAVLT2#page1.tif

source=NAVLT2#page2.tif

source=NAVLT2#page3.tif

source=NAVLT2#page4.tif

source=NAVLT2#page5.tif

source=NAVLT2#page6.tif

source=NAVLT2#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 NORTH AMERICAN VAN LINES, INC., a Delaware 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.

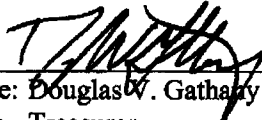
SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Second Lien Guarantee and Collateral Agreement,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

NORTH AMERICAN VAN LINES, INC.
as Obligor

By: 
Name: Douglas W. Gathany
Title: Treasurer

WILMINGTON TRUST COMPANY
as Administrative Agent for the Lenders

By: _____
Name:
Title:

*North American 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 8 day of May, 2008.

NORTH AMERICAN 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)
) ss
COUNTY OF DePue

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 NORTH AMERICAN VAN LINES, INC., a Delaware 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)

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

TRADEMARK
REEL: 003789 FRAME: 0859

STATE OF DE)
ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

COUNTY OF New Castle) ss

On the 2 day of May, 2008, before me personally came James H. Harty, who is personally known to me to be the Asst. Vice Pres. of WILMINGTON TRUST COMPANY; who, being duly sworn, did depose and say that she/he is the Asst. Vice Pres. 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. Zinn
Notary Public
PATRICIA W. ZINN
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
ARROW DESIGN W/TWO CIRCLES (CONTAINERS)	948,409	12/12/1972
ARROW DESIGN W/TWO CIRCLES (TRANSPORTATION)	914,752	06/08/1971
CDL PLUS (INDIANA REG. ONLY)	5010-2457	06/24/1994
EPSILON LETTER & DESIGN	1,580,611	01/30/1990
HOME TOUCH!	77/431,996	03/26/2008
HOME TOUCH! (Class 9)	2,270,122	08/17/1999
HOME TOUCH! (Class 36 & 42)	2,484,217	09/04/2001
HOME-TO-HOME	2,230,958	03/09/1999
IF IT'S IMPORTANT TO YOU, IT'S IMPORTANT TO US	2,976,122	07/26/2005
MEDALLION FLEET	2,375,841	08/08/2000
NADS (Stylized)	1,085,700	02/14/1978
NAL	2,969,137	07/19/2005
NORTHAMERICAN	917,431	07/27/1991
NORTHAMERICAN INTERNATIONAL & DESIGN	1,310,419	12/18/1994
NORTHAMERICAN VAN LINES & DESIGN	915,264	06/15/1971
PRICELOCK	3,291,833	9/11/2007
PRICELOCK & DESIGN	3,288,883	09/04/2007
SPEED-EASE	2,653,736	11/26/2002
THE 100% SOLUTION	2,274,108	08/31/1999
WORLDTRAC	1,714,226	09/08/1992

509265-0549-11611-NY02.2661191.1

RECORDED: 06/04/2008

TRADEMARK
REEL: 003789 FRAME: 0861