

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alliance Relocation Services, Inc.		03/17/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	ILLINOIS		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3243594	A ALLIANCE	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-862-3865		
Email:	christine.casey@kirkland.com, aduvall@dl.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 N. LaSalle Street, 28th Floor		
Address Line 2:	c/o Christine Casey		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	22406-37		
NAME OF SUBMITTER:	Christine Casey		
Signature:	/Christine Casey/		
Date:	04/21/2011		

CH \$40.00 3243594

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of March 17, 2011 is made by ALLIANCE RELOCATION SERVICES, INC., a Delaware corporation, located at c/o SIRVA Worldwide, Inc., 700 Oakmont Lane, Westmont, Illinois 60559 (the “Obligor”), in favor of BARCLAYS BANK PLC, a United Kingdom Public Limited Company, located at 745 Seventh Avenue, New York, NY 10019, as Collateral Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of March 17, 2011 (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 March 17, 2011, 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 and excluding any pending intent-to-use trademark application, until such time as a statement of use has been filed in connection therewith), together with, among other things, the goodwill of the business symbolized by or connected with the use of such Trademarks, the applications therefor and registrations thereof, and all proceeds thereof and revenue therefrom, including, without limitation, any and all causes of action which may exist by reason of infringement or other violation thereof and any and all damages arising from past, present and future violations thereof (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. Intercreditor Agreement. Notwithstanding anything to the contrary herein, the liens and rights granted to the Agent pursuant to this Agreement, and the exercise of any right or remedy, by the Agent hereunder are subject to the provisions of that certain Intercreditor Agreement dated as of the date hereof between Agent, as Term Agent, and Wells Fargo Capital Finance, LLC, as ABL Agent, as amended, restated, supplemented or otherwise modified pursuant to the terms thereof. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control with respect to any right or remedy.

SECTION 6. 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 17th day of March, 2011.

ALLIANCE RELOCATION SERVICES, INC.
as Obligor

By: Susan Hobson Kus
Name: Susan Hobson Kus
Title: Secretary

Signature Page to Alliance Relocation Services, Inc. Grant of Security Interest in Trademarks

TRADEMARK
REEL: 004526 FRAME: 0642

ACKNOWLEDGMENT OF OBLIGOR

STATE OF *INDIANA*)
) ss
COUNTY OF *Allen*)

On the 17th day of March, 2011, before me personally came Susan Hobson Kus, who is personally known to me to be the Secretary of ALLIANCE RELOCATION SERVICES, INC., a Delaware limited liability company; who, being duly sworn, did depose and say that she is the Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she executed and delivered said instrument pursuant to authority given by the Board of Managers of such corporation; and that she acknowledged said instrument to be the free act and deed of said corporation.

Cinda Ballard

Notary Public
2-1-2016

(PLACE STAMP AND SEAL ABOVE)

BARCLAYS BANK PLC
as Collateral Agent for the Lenders

By: 
Name: **Kevin Cullen**
Title: **Director**

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Reg. Number	Reg. Date
A ALIANCE & Design	3,243,594	5/22/2007

U.S. Trademark Exclusive Licenses

None.