

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIRVA RELOCATION LLC		02/21/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Agent		
Street Address:	2450 Colorado Ave., Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4103173	GLOBALCONNECTIONS	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1989.261		
NAME OF SUBMITTER:	Nancy Brougher		
Signature:	/njb/		

OP \$40.00 4103173

Date:

05/25/2012

**Total Attachments: 5**

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## **GRANT OF SECURITY INTEREST IN TRADEMARKS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of February 21, 2012 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 WELLS FARGO CAPITAL FINANCE, LLC, located at 2450 Colorado Ave, Suite 3000, West Santa Monica, CA 90404, as 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 Obligor, SIRVA WORLDWIDE, INC., a Delaware corporation ("SWI"), NORTH AMERICAN VAN LINES, INC., a Delaware corporation ("NAVL"), ALLIED VAN LINES, INC., a Delaware corporation (together with Obligor, SWI and NAVL, each a "Borrower", and collectively the "Borrowers"), and SIRVA, INC., a Delaware corporation.

### **WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrowers, the Obligor and certain other subsidiaries of the Borrowers 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, Obligor is required to file this Agreement in favor of the Collateral Agent for its benefit and for the ratable benefit of the other Secured Parties with the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the promises and mutual covenants contained herein, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

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.

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 listed on

Schedule A (excluding any pending intent-to-use trademark application, until such time as a statement of use has been filed in connection therewith) and exclusive licenses listed on Schedule A, 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.

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.

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.

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 March 17, 2011 between Agent and Barclays Bank PLC, as Collateral 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.

[signature page follows]

IN WITNESS WHEREOF, Obligor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SIRVA Relocation LLC,  
as Obligor

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

Signature Page to Trademark  
Security Agreement

TRADEMARK  
REEL: 004788 FRAME: 0035

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,  
as Agent

By: Laura L. Whelan  
Name: Laura Whelan  
Title: Vice President

SCHEDULE A  
TO  
GRANT OF SECURITY INTEREST IN TRADEMARK

TRADEMARK REGISTRATIONS

U.S. Trademark Registrations and Applications

TRADEMARK	OWNER	STATUS IN: TRADEMARK OFFICE	FEDERAL REGISTRATION NUMBER	REGISTRATION DATE
GLOBALCONNECTIONS	SIRVA Relocation LLC	Registered	4,103,173	02/21/2012

Exclusive Licenses in U.S. Trademark Registrations

OWNER/LICENSOR	GRANTOR/LICENSEE	REGISTRATION NO/ APPLICATION NO.	TITLE	NAME OF LICENSE	DATE OF LICENSE
None					