

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

ALLIANCE RELOCATION SERVICES, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Limited Liability Company

Citizenship: DEExecution Date(s) March 27, 2013Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

2. Name and address of receiving party(ies)

☐ Yes

Additional names, addresses, or citizenship attached?

☒ NoName: GOLDMAN SACHS BANK USAInternal
Address:Street Address: c/o Goldman Sachs & Co., 30 Hudson Street, 5th FloorCity: Jersey CityState: NJCountry: USAZip: 07302

- ☐ Association Citizenship:
☐ General Partnership Citizenship:
☐ Limited Partnership Citizenship:
☐ Corporation Citizenship:
☒ Chartered Bank Citizenship: New York

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

Additional sheet(s) attached?

☒ Yes ☐ No

No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'BrienInternal Address: CT Lien SolutionsStreet Address: 187 Wolf Road, Suite 101City: AlbanyState: NYZip: 12205Phone Number: 800-342-3676Fax Number: 800-962-7049Email Address: cls-uds@albany@wolterskluwer.com6. Total number of applications and registrations involved: 82 US Marks

7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ 1565
☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers 1868Expiration Date 06/15

b. Deposit Account Number

Authorized User Name:

9. Signature: _____

Signature

Kareem Ansley
 Name of Person Signing

March 27, 2013

Date

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6886, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$1540.00 85322515

THIS IS A CONTINUATION OF THE INFORMATION IN ITEM NO. 1.

Names and citizenships of additional conveying parties:

ALLIED VAN LINES, INC., a Delaware corporation
GLOBAL VAN LINES, LLC, an Indiana limited liability company
LYON VAN LINES, LLC, an Indiana limited liability company
NORTH AMERICAN VAN LINES, INC., a Delaware corporation
SIRVA RELOCATION LLC, a Delaware limited liability company

SCHEDULE A

U.S. Trademark Registrations and Applications

GRANTOR	TRADEMARK	APP./REG NUMBER	FILING/REG DATE
Alliance Relocation Services, Inc.	AAlliance & Design (Class 35)	3,243,594	5/22/2007
Allied Van Lines, Inc.	ALLIED & DESIGN	1,583,985	02/20/1990
Allied Van Lines, Inc.	1 and DESIGN	870,642	06/03/1969
Allied Van Lines, Inc.	ALLIED	1,903,048	07/04/1995
Allied Van Lines, Inc.	ALLIED VAN LINES	515,823	09/27/1949
Allied Van Lines, Inc.	1 & DESIGN (In Color)	1,957,420	02/20/1996
Allied Van Lines, Inc.	CAMIS (Stylized)	1,558,363	09/26/1989
Allied Van Lines, Inc.	EXPRESS 1	2,405,106	11/21/2000
Allied Van Lines, Inc.	EXPRESS 1 (Stylized)	2,405,105	11/21/2000
Allied Van Lines, Inc.	EXTRA CARE PROTECTION	1,209,044	09/14/1982
Allied Van Lines, Inc.	GLOBALCOM	3,250,687	06/12/2007
Allied Van Lines, Inc.	IMOVE.COM	3,585,186	03/10/2009
Allied Van Lines, Inc.	PRICED TO MOVE	3,345,484	11/27/2007
Allied Van Lines, Inc.	QUANTUM SALES	85/322515	10/28/2010
Allied Van Lines, Inc.	QLAB	85/254614	
Allied Van Lines, Inc.	RELOCATE YOUR THINKING	3,839,199	08/24/2010
Allied Van Lines, Inc.	RELOGENIUS	4,182,782	07/31/2012
Allied Van Lines, Inc.	SCAN!	1,635,690	02/19/1991
Allied Van Lines, Inc.	SIRVA & Design	3,461,374	07/08/2008
Allied Van Lines, Inc.	SIRVA & Design (Solid Platinum)	3,301,871	10/02/2007

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GRANTOR	TRADEMARK	APP/REG NUMBER	FILING/REG DATE
Inc.	(Class 35, 36, 39)		
Allied Van Lines, Inc.	SIRVA & Design (Class 35, 36, 39)	2,870,120	08/03/2004
Allied Van Lines, Inc.	SIRVA (Class 35, 36, 39)	2,858,430	06/29/2004
Allied Van Lines, Inc.	THE CAREFUL MOVERS	1,540,911	05/23/1989
Allied Van Lines, Inc.	TRIDENT	3,320,652	10/23/2007
Allied Van Lines, Inc.	WE'LL GET YOU FROM REAL ESTATE AGENT TO MORTGAGE TO MOVED IN	3,461,375	07/08/2008
Global Van Lines, Inc.	GLOBAL & DESIGN (CLASS 16)	1,167,207	09/01/1981
Global Van Lines, Inc.	GLOBAL & DESIGN (CLASS 39)	897,127	08/18/1970
Global Van Lines, Inc.	GLOBAL (CLASS 16)	1,119,228	05/29/1979
Global Van Lines, Inc.	GLOBAL (CLASS 39)	903,656	12/01/1970
Lyon Van Lines, Inc.	LYON	1,015,990	07/15/1975
North American Van Lines, Inc.	ARROW DESIGN W/TWO CIRCLES (CONTAINERS)	948,409	12/12/1972
North American Van Lines, Inc.	ARROW DESIGN W/TWO CIRCLES (TRANSPORTATION)	914,752	06/08/1971
North American Van Lines, Inc.	CDL PLUS (INDIANA REG. ONLY)	5010-2457	06/24/1994
North American Van Lines, Inc.	DRIVER ROAD SERVICES & Design	4,140,924	05/15/2012
North American Van Lines, Inc.	EPSILON LETTER & DESIGN	1,580,611	01/30/1990
North American Van Lines, Inc.	HOME-TO-HOME	2,230,958	03/09/1999
North American Van Lines, Inc.	HOME TOUCH! (Class 9)	2,270,122	08/17/1999
North American Van Lines, Inc.	HOME TOUCH! (Class 35)	3,533,666	11/18/2008
North American Van Lines, Inc.	IF IT'S IMPORTANT TO YOU, IT'S IMPORTANT TO US	2,976,122	07/26/2005
North American Van Lines, Inc.	MOVESYNC	85/020,230	04/22/2010
North American Van Lines, Inc.	NORTHAMERICAN	917,431	07/27/1971

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GRANTOR	TRADEMARK	APP/REG NUMBER	FILING/REG DATE
North American Van Lines, Inc.	NORTHAMERICAN INTERNATIONAL & DESIGN	1,310,419	12/18/1984
North American Van Lines, Inc.	NORTHAMERICAN VAN LINES & DESIGN	915,264	06/15/1971
North American Van Lines, Inc.	PRICELOCK	3,291,833	9/11/2007
North American Van Lines, Inc.	PRICELOCK & DESIGN	3,288,883	09/04/2007
North American Van Lines, Inc.	UPGRADE YOUR MOVE TO: BUSINESS CLASS	3,923,739	02/22/2011
North American Van Lines, Inc.	WORLDTRAC	1,714,226	09/08/1992
SIRVA Relocation LLC	EXECUTIVE RELOCATION (Class 35)	2,763,726	09/16/2003
SIRVA Relocation LLC	FLEXGUARD AV	3,948,385	04/19/2011
SIRVA Relocation LLC	MOVEOURHOME	3,431,302	05/20/2008
SIRVA Relocation LLC	RELOCATION REDEFINED (Class 35)	2,827,440	03/30/2004
SIRVA Relocation LLC	RISKGUARD (Class 35 & 36)	3,488,637	08/19/2008
SIRVA Relocation LLC	RISKGUARD AVX (Class 35 & 36)	3,488,634	08/19/2008
SIRVA Relocation LLC	RISKGUARD BVX (Class 35 & 36)	3,488,635	08/19/2008
SIRVA Relocation LLC	SECUREGUARD AV	3,948,387	04/19/2011
SIRVA Relocation LLC	SELECTGUARD AV	3,986,259	06/28/2011
SIRVA Relocation LLC	SIRVA LSX	3,938,586	03/29/2011
SIRVA Relocation LLC	TOTAL RELOCATION ASSESSMENT CALCULATOR (TRAC)	3,935,161	03/22/2011
SIRVA Relocation LLC	TRAC	3,958,654	05/10/2011
SIRVA Relocation LLC	MYMOVECONNECTION	4,123,101	04/03/2012
SIRVA Relocation LLC	GLOBAL CONNECTIONS	4,103,173	02/21/2012
SIRVA Relocation LLC	BVO SUNSET	4,143,981	05/15/2012

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of March 27, 2013, is made by each of the signatories party hereto (each, an "Obligor" and, collectively, the "Obligors"), in favor of GOLDMAN SACHS BANK USA, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent") (as defined in the Credit Agreement dated as of the date hereof (as amended, restated, supplemented, renewed, replaced or otherwise modified from time to time, the "Credit Agreement") among SIRVA, INC., a Delaware corporation ("Parent"), SIRVA WORLDWIDE, INC., a Delaware corporation ("SWT"), NORTH AMERICAN VAN LINES, INC., a Delaware corporation ("NAVL"), ALLIED VAN LINES, INC., a Delaware corporation ("Allied"), SIRVA RELOCATION LLC, a Delaware limited liability company ("SIRVA Relocation"; together with SWI, NAVL and Allied, the "Borrowers" and individually, a "Borrower"), the lenders from time to time party thereto (the "Lenders") and GOLDMAN SACHS BANK USA, as administrative agent for the Lenders (in such capacity, the "Administrative Agent") and Collateral Agent).

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 Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, as a condition to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement, each Obligor and certain other Subsidiaries of the Borrowers have executed and delivered a Guarantee and Collateral Agreement, dated as of March 27, 2013, in favor of the Collateral Agent for the benefit of the Secured Parties (as amended, restated, supplemented, renewed, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Obligor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all of such Obligor's right, title, and interest in and to all Intellectual Property, including the Trademarks; and

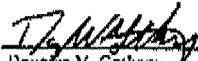
WHEREAS, each Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Collateral Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Obligor agrees, for the benefit of the Collateral Agent and the Secured Parties, and the Collateral Agent agrees, 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.


ALLIANCE RELOCATION SERVICES,
LLC, as Obligor

By: 
Name: Douglas V. Gathany
Title: Treasurer


ALLIED VAN LINES, INC., as Obligor

By: 
Name: Douglas V. Gathany
Title: Treasurer


GLOBAL VAN LINES, LLC, as Obligor

By: 
Name: Douglas V. Gathany
Title: Treasurer


LYON VAN LINES, LLC, as Obligor

By: 
Name: Douglas V. Gathany
Title: Treasurer

NORTH AMERICAN VAN LINES, INC., as
Obligor

By: 
Name: Douglas V. Gathany
Title: Treasurer

SIRVA RELOCATION LLC, as Obligor

By: 
Name: Douglas V. Gathany
Title: Treasurer

ABL Grant of Security Interest in Trademarks

GOLDMAN SACHS BANK USA, as
Collateral Agent

By: Charles D. Johnston
Name: _____
Title: _____

Charles D. Johnston
Authorized Signatory

ABL Grant of Security Interest in Trademarks

SECTION 2. Grant of Security Interest. Each 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 such Obligor's right, title and interest in, to and under the Trademarks, the applications therefor and registrations thereof (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, 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 Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each 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 Collateral Agent for the benefit of the Secured Parties 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 Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. This Agreement has been entered into in conjunction with the Guarantee and Collateral Agreement. Each Obligor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties 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 Collateral Agent and the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy, by the Collateral Agent or the Secured Parties hereunder are subject to the provisions of that certain Intercreditor Agreement, dated as of the date hereof, among the Loan Parties, the Administrative Agent, and the Term Loan Agent, as the same may be amended, restated, supplemented or otherwise modified from time to time. 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.

SECTION 7. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[SIGNATURE PAGE FOLLOWS]

Exclusive Trademark License Agreements

1. License Agreement between Allied Van Lines, Inc. and Adams Transport Co ApS - Denmark
2. Franchise Agreement between SIRVA (Asia) Pte Ltd. and Ahjin - Korea
3. License Agreement between Allied Van Lines and TEAM Relocations S.A. - Luxembourg
4. License Agreement between Allied Van Lines, Inc. and TEAM Relocations Eastern Europe B.V. - Russia
5. License Agreement between Allied Van Lines, Inc. and TEAM Relocations sro - Czech Republic
6. Franchise Agreement between SIRVA (Asia) Pte Ltd. and Altus Logistics (Vietnam) Ltd
7. Franchise Agreement between SIRVA (Asia) Pte. Ltd. and Circle Freight International (Bahrain) Co. WLL
8. Franchise Agreement between SIRVA (Asia) Pte. Ltd. and Executive International Movers (EIM) Co. Ltd - Thailand
9. Franchise Agreement between SIRVA (Asia) S Pte. Ltd. and Five Star International Inc. - Japan
10. License Agreement between Allied Van Lines and Majortrans Flytte Service AS, - Norway
11. Franchise Agreement between Allied International N.A., Inc. and Matrix Relocations EEOD - Bulgaria
12. Franchise Agreement between Allied Van Lines, Inc. and Matrix Relocations EEOD - Croatia
13. Franchise Agreement between Allied International N.A., Inc. and Matrix Relocations Ltd. - Greece
14. Franchise Agreement between Allied Van Lines and Matrix Relocations EEOD - Kosovo
15. Franchise Agreement between Allied Van Lines and Matrix Relocations EEOD - Montenegro
16. Franchise Agreement between Allied Van Lines, Inc. and Matrix Relocations EEOD - Serbia

17. Franchise Agreement between Allied International N.A. Inc and Pickfords Removals (South Africa) Proprietary Limited
18. Franchise Agreement between Allied Pickfords Limited and PT Pacific Removindo - Indonesia
19. Franchise Agreement between SIRVA (Asia) Pte Ltd and Quick Cargo; Khayat & Partners - Egypt
20. Franchise Agreement between SIRVA S.R.O.. and Societate Comerciale Rilvan-Serv S.R.L. - Romania
21. Franchise Agreement between Allied International S.A. and Spedimpex Iberica, S.A. - Spain
22. License Agreement between Allied Van Lines and TEAM Relocations B.V. - Netherlands
23. Franchise Agreement between Allied Van Lines and TEAM Relocations GmbH - Germany
24. Franchise agreement between Allied Van Lines, Inc. and TEAM Relocations N.V. - Belgium
25. Representative Agreement between Allied Pickfords Ltd. and Trademark Services International S.A. - Italy
26. License Agreement between Allied Van Lines and Transeuro Desbordes Worldwide Relocation SAS - France
27. Franchise Agreement between SIRVA (Asia) Pte Ltd. and Transworld International Van Lines Ltd - Taiwan
28. License Agreement between SIRVA (Asia) Pte Ltd. and Global Freight Systems Company - Kuwait
29. License Agreement between Allied Van Lines, Inc. and TEAM Relocation Solutions SA (formerly known as SIRVA S.A. - Switzerland
30. License Agreement between Allied Van Lines, Inc. and TEAM Relocations AB (formerly known as Kungsholms Express & Spedition AB) - Sweden
31. License Agreement between Allied Van Lines, Inc. and Moving Services Group K Limited - UK

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