



JAN 18 2002

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
11 29 01

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
11/29/01

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

1/30/2002 DBYRNE 00000204 76205814

40.00 OP  
300.00 OP

1 FC:481  
2 FC:482

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Frank S. Hamblett

11/29/01

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
11/29/01

Name Relocation Resources International, Inc.

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization Delaware

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name Citizens Bank of Massachusetts

DBA/AK/A

Composed of

Address (line 1) 28 State Street

Address (line 2)

Address (line 3) Boston Massachusetts 02109  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)  
 Corporation  Association  
 Other a Massachusetts bank

Citizenship/State of Incorporation/Organization

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
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## BORROWER SECURITY AGREEMENT (TRADEMARKS)

This BORROWER SECURITY AGREEMENT (TRADEMARKS) (this "**Agreement**") is made as of November 29, 2001, by and between RELOCATION RESOURCES INTERNATIONAL, INC., a Delaware corporation (the "**Borrower**") and CITIZENS BANK OF MASSACHUSETTS, a Massachusetts bank (the "**Lender**").

All capitalized terms not defined herein but defined in the Borrower Security Agreement-All Assets, dated of even date herewith (as the same may be amended, modified, supplemented, extended or restated, from time to time, the "**Borrower Security Agreement-All Assets**") by and between the Borrower and the Lender, shall have the meanings given to such terms in the Borrower Security Agreement-All Assets.

### Preliminary Statements:

WHEREAS, the Borrower has requested that the Lender enter into the Credit Agreement and to make certain Loans to or for the benefit of the Borrower, as provided for therein; and

WHEREAS, the Borrower owns, has adopted, used and is using the trademarks and service marks (and has filed the trademark applications and service mark applications) set forth in **Schedule 1** attached hereto and made a part hereof (collectively, the "**Marks**"); and

WHEREAS, in order to induce the Lender to enter into the Credit Agreement and to make such Loans to or for the benefit of the Borrower, and as a supplement to the Borrower Security Agreement-All Assets, the Lender has requested, and the Borrower has agreed to enter into this Agreement;

NOW, THEREFORE, in order to induce the Lender to enter into the Credit Agreement and to make such Loans to or for the benefit of the Borrower, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees with the Lender as follows:

1. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Borrower does hereby grant to the Lender a continuing security interest in and to the Marks and all General Intangibles connected with the use of or related to any and all Marks (including without limitation, all goodwill of the Borrower and its business, products and services appurtenant to, associated with or symbolized by any and all Marks and the use thereof), together with all registrations of the Marks and the applications therefor, all in accordance with the terms and provisions of the Borrower Security Agreement-All Assets.

2. The Borrower and the Lender hereby expressly acknowledge and agree that all of the rights and remedies of the Lender with respect to the security interest granted hereby are more fully set forth in the Borrower Security Agreement-All Assets.



IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

WITNESS:

RELOCATION RESOURCES  
INTERNATIONAL, INC.

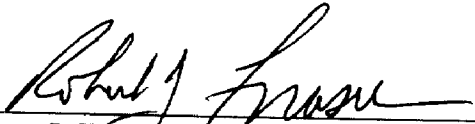
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Joseph V. Benevides, Chief Operating Officer

WITNESS:

CITIZENS BANK OF MASSACHUSETTS

Name: \_\_\_\_\_

By:   
Robert J. Fraser, Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

Norfolk County, ss.

October \_\_, 2001

Then personally appeared the above-named Joseph V. Benevides as Chief Operating Officer of Relocation Resources International, Inc., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Relocation Resources International, Inc., before me.

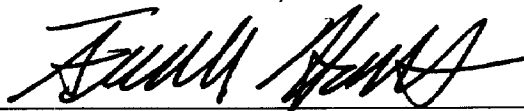
\_\_\_\_\_  
Notary Public  
My commission expires:  
[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

October 30, 2001

Then personally appeared the above-named Robert J. Fraser as Senior Vice President of Citizens Bank of Massachusetts, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Citizens Bank of Massachusetts, before me.

  
\_\_\_\_\_  
Notary Public  
My commission expires: **FRANK S. HAMBLET,**  
[AFFIX NOTARIAL SEAL] **NOTARY PUBLIC**  
**MY COMMISSION EXPIRES**  
**NOVEMBER 3, 2006**

BORROWER SECURITY AGREEMENT (TRADEMARKS)

BY AND BETWEEN

RELOCATION RESOURCES INTERNATIONAL, INC.  
(THE "BORROWER")

AND

CITIZENS BANK OF MASSACHUSETTS  
(THE "LENDER")

List of U.S. Registered Trademarks (and Applications therefor)

Schedule 1

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by the Borrower:

Item No.	Trademark Name	Serial No.	Registration No.	Date of Registration
1.	BEST TOTAL SOLUTION TO EMPLOYEE RELOCATION NEEDS	75/562879	2308919	01/18/2000
2.	MISCELLANEOUS DESIGN	73/236205	1179487	11/24/1981
3.	MYRRIWORLD (Stylized)	76/205814	pending filed 02/06/2001	
4.	REALNET	73/600527	1477962	02/23/1988
5.	RELOCATION CLOSING SERVICES	75/76288	pending filed 07/30/1999	
6.	RELOCATION FINANCIAL SERVICES & Design	74/158070	1683220	04/14/1992
7.	RELOCATION RESOURCES	73/235826	1191319	03/02/1982
8.	RRI & Design	74/469498	1861977	11/08/1994
9.	THE MOBILITY SOLUTION	74/620206	2012628	10/29/1996
10.	THE POWER OF PARTNERING	74/634023	2016370	11/12/1996

11.	THE RELOCATION INSTITUTE & Design	74/377953	1812476	12/21/1993
12.	TRANSFEREE CARE SYSTEM	75/606534	2482987	08/28/2001
13.	TRANSFEREE CARE SYSTEM & Design	75/615932	pending filed 01/05/1999	

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