

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
Rundell - Coursey, LLC		08/22/2007	LIMITED LIABILITY COMPANY: DELAWARE
Smartmove Holdings, LLC		08/22/2007	LIMITED LIABILITY COMPANY: DELAWARE
NRTO Nevada, LLC		08/22/2007	LIMITED LIABILITY COMPANY: NEVADA
Smartmove Auto, LLC		08/22/2007	LIMITED LIABILITY COMPANY: NEVADA
Smartmove Auto Nevada, LLC		08/22/2007	LIMITED LIABILITY COMPANY: NEVADA
Boulder Based Acquisitions, LLC		08/22/2007	LIMITED LIABILITY COMPANY: NEVADA
NRTO, LLC		08/22/2007	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	Atalaya Administrative LLC
Street Address:	590 Madison Avenue
Internal Address:	28th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77128378	SMARTMOVE AUTO

CORRESPONDENCE DATA

Fax Number: (404)815-2424

900085143

**TRADEMARK
 REEL: 003607 FRAME: 0158**

CH \$40.00 77128378

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-815-2231
Email: carolfraser@paulhastings.com
Correspondent Name: Carol Fraser, Paralegal
Address Line 1: 600 Peachtree Street, NE, Suite 2400
Address Line 2: Paul Hastings Janofsky & Walker LLP
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	08/23/2007

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of August, 2007, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ATALAYA ADMINISTRATIVE LLC, in its capacity as Agent for the Lender Group (in such capacity, together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of August 22, 2007 (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") by and among Rundell - Coursey, LLC, a Delaware limited liability company ("Grandparent"), SmartMove Holdings, LLC, a Delaware limited liability company ("Parent"), SmartMove Auto, LLC, a Nevada limited liability company ("SmartMove"), each of Grandparent's Subsidiaries party thereto from time to time as a "Borrower" (such Subsidiaries, together with SmartMove, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give 10 days prior notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and

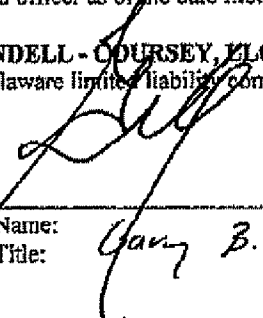
assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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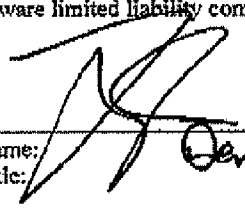
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

RUNDELL - COURSEY, LLC,
a Delaware limited liability company

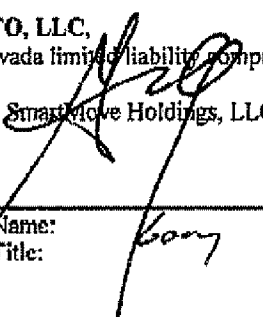
By: 
Name: Gary B. Coursey, Jr.
Title:

SMARTMOVE HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Derek Rundell
Title:

NRTO, LLC,
a Nevada limited liability company

By: SmartMove Holdings, LLC, its Sole Member

By: 
Name: Gary B. Coursey, Jr.
Title:

NRTO NEVADA, LLC,
a Nevada limited liability company

By: SmartMove Holdings, LLC, its Sole Member

By: 
Name: Derek Rundell
Title:

TRADEMARK SECURITY AGREEMENT

SMARTMOVE AUTO, LLC,
a Nevada limited liability company

By: SmartMove Holdings, LLC, its Sole Member

By: _____
Name: *Gary B. Coursey, Jr.*
Title:

SMARTMOVE AUTO NEVADA, LLC,
a Nevada limited liability company

By: SmartMove Holdings, LLC, its Sole Member

By: _____
Name: *Derek Radlett*
Title:

BOULDER BASED ACQUISITIONS, LLC,
a Nevada limited liability company

By: SmartMove Holdings, LLC, its Sole Member

By: _____
Name: *Gary B. Coursey, Jr.*
Title:

AGENT:

ATALAYA ADMINISTRATIVE LLC,
a New York limited liability company, as Agent

By: Atalaya Capital Management LP, its Managing Member

By: _____
Name:
Title:

SMARTMOVE AUTO, LLC,
a Nevada limited liability company

By: SmartMove Holdings, LLC, its Sole Member

By: _____
Name:
Title:

SMARTMOVE AUTO NEVADA, LLC,
a Nevada limited liability company

By: SmartMove Holdings, LLC, its Sole Member

By: _____
Name:
Title:

BOULDER BASED ACQUISITIONS, LLC,
a Nevada limited liability company

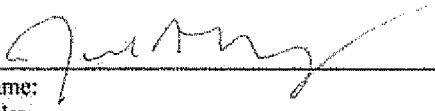
By: SmartMove Holdings, LLC, its Sole Member

By: _____
Name:
Title:

AGENT:

ATALAYA ADMINISTRATIVE LLC,
a New York limited liability company, as Agent

By: Atalaya Capital Management LP, its Managing
Member

By:  _____
Name:
Title:

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
NRTO, LLC	United States	SmartMove Auto	77128378	March 12, 2007

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.