

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|  |  |                                     |                       |
|--|--|-------------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>                        |  | NEW ASSIGNMENT                      |                       |
| <b>NATURE OF CONVEYANCE:</b>                   |  | SECURITY INTEREST                   |                       |
| <b>CONVEYING PARTY DATA</b>                    |  |                                     |                       |
| <b>Name</b>                                    | <b>Formerly</b>  | <b>Execution Date</b>               | <b>Entity Type</b>    |
| Graebel Relocation Services<br>Worldwide, Inc. |  | 05/17/2010                          | CORPORATION: COLORADO |
| <b>RECEIVING PARTY DATA</b>                    |  |                                     |                       |
| <b>Name:</b>                                   | Bank of America, N.A.  |                                     |                       |
| <b>Street Address:</b>                         | 135 S. LaSalle Street  |                                     |                       |
| <b>City:</b>                                   | Chicago  |                                     |                       |
| <b>State/Country:</b>                          | ILLINOIS   |                                     |                       |
| <b>Postal Code:</b>                            | 60603  |                                     |                       |
| <b>Entity Type:</b>                            | National Banking Institution: UNITED STATES  |                                     |                       |
| <b>PROPERTY NUMBERS Total: 1</b>               |  |                                     |                       |
| <b>Property Type</b>                           | <b>Number</b>  | <b>Word Mark</b>                    |                       |
| <b>Serial Number:</b>                          | 77931939   | GRAEBEL EXPRESS RELOCATION SERVICES |                       |
| <b>CORRESPONDENCE DATA</b>                     |  |                                     |                       |
| <b>Fax Number:</b>                             | (312)993-9767  |                                     |                       |
|  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                                     |                       |
| <b>Phone:</b>                                  | 3129932647   |                                     |                       |
| <b>Email:</b>                                  | zeynep.gieseke@lw.com  |                                     |                       |
| <b>Correspondent Name:</b>                     | Zeynep Gieseke   |                                     |                       |
| <b>Address Line 1:</b>                         | 233 S. Wacker Drive, Suite 5800  |                                     |                       |
| <b>Address Line 2:</b>                         | Latham & Watkins LLP   |                                     |                       |
| <b>Address Line 4:</b>                         | Chicago, ILLINOIS 60606-6401   |                                     |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>                 | 029123-0059  |                                     |                       |
| <b>NAME OF SUBMITTER:</b>                      | Zeynep Gieseke   |                                     |                       |
| <b>Signature:</b>                              | /zg/   |                                     |                       |

CH \$40.00 77931939

**900163780**

**TRADEMARK  
 REEL: 004218 FRAME: 0520**

Date:

06/04/2010

**Total Attachments: 5**

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

WHEREAS, GRAEBEL RELOCATION SERVICES WORLDWIDE, INC., a Colorado corporation (“Grantor”) is the owner of all right, title, and interest in and to the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, BANK OF AMERICA, N.A. (as successor by merger to LaSalle Business Credit, LLC), a national banking institution, as agent and a lender (the “Grantee”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title, and interest in and to Grantor’s trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to assign and grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark, Patent, and Copyright Security Agreement, dated as of March 1, 2007, among the Grantor, its affiliates, and the Grantee (by its predecessor in interest LaSalle Business Credit, LLC) (as amended from time to time, the “Security Agreement”), the Grantor hereby assigns and grants to the Grantee a security interest in, and a lien upon, all of Grantor’s right, title, and interest in and to (i) all of Grantor’s right, title, and interest in and to the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the “Marks”) set forth on Schedule A attached hereto, (ii) all of Grantor’s rights, title, and interest in and to the patents (the “Patents”) set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

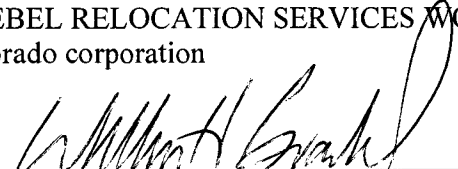
This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Liabilities (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest  
as of the 17 day of MAY, 2010.

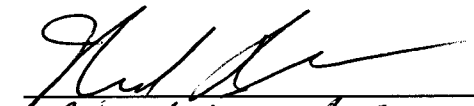
**GRANTOR:**

GRAEBEL RELOCATION SERVICES WORLDWIDE, INC.,  
a Colorado corporation

By:   
William H. Graebel, CEO & President

**AGENT:**

BANK OF AMERICA, N.A.  
A National Banking Institution, as Agent and as a Lender

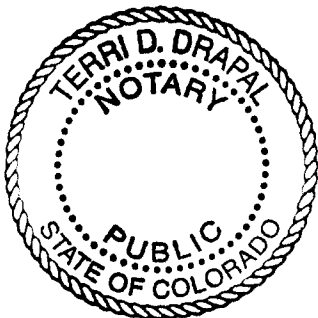
By:   
Duly Authorized Signatory, SVP

STATE OF Colorado )

COUNTY OF Adams )

On this 17<sup>th</sup> day of May, 2010, before me personally came William H. Graebel, to me known, who, being by me duly sworn did depose and say that he is the CEO & President of GRAEBEL RELOCATION SERVICES WORLDWIDE, INC., a Colorado corporation, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written



Terri D. Drapal  
Notary Public  
My Commission Expires: 12/17/2011

My Commission Expires 12/17/2011

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he is the \_\_\_\_\_ of BANK OF AMERICA, N.A., a National Banking Institution, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**SCHEDULE A**

**TRADEMARK**

| TRADEMARK                              | APPLICATION AND/OR<br>REGISTRATION NO. | REGISTRATION<br>DATE |
|--|--|----------------------|
| GRAEBEL EXPRESS<br>RELOCATION SERVICES | 77/931,939                             | 2/12/2010            |

**SCHEDULE B**

**PATENTS**

None.

{W0248571.DOC1}