

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|-----------------------|
| YRC Regional Transportation, Inc. (formerly known as USF Corporation) | | 12/10/2008 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | JPMorgan Chase Bank, National Association, as contractual representative and collateral agent |
| Street Address: | 10 South Dearborn |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | national banking association: UNITED STATES |

PROPERTY NUMBERS Total: 25

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------|
| Registration Number: | 1581923 | RED STAR EXPRESS |
| Registration Number: | 2787049 | USF BESTWAY EXPEDITED |
| Registration Number: | 2787055 | USF BESTWAY GUARANTEED |
| Registration Number: | 2782550 | USF BESTWAY PREMIER |
| Registration Number: | 2780172 | USF BESTWAY PREMIERPLUS |
| Registration Number: | 2784718 | USF DUGAN EXPEDITED |
| Registration Number: | 2787052 | USF DUGAN GUARANTEED |
| Registration Number: | 2787057 | USF DUGAN PREMIER |
| Registration Number: | 2787056 | USF DUGAN PREMIERPLUS |
| Registration Number: | 2787050 | USF EXPEDITED |
| Registration Number: | 2780170 | USF GUARANTEED |
| Registration Number: | 2795471 | USF HOLLAND EXPEDITED |

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|----------------------|---------|--------------------------|
| Registration Number: | 2787051 | USF HOLLAND GUARANTEED |
| Registration Number: | 2792137 | USF HOLLAND PREMIER |
| Registration Number: | 2780171 | USF HOLLAND PREMIERPLUS |
| Registration Number: | 2792138 | USF PREMIER |
| Registration Number: | 2784719 | USF PREMIERPLUS |
| Registration Number: | 2782549 | USF RED STAR EXPEDITED |
| Registration Number: | 2787054 | USF RED STAR GUARANTEED |
| Registration Number: | 2792136 | USF RED STAR PREMIER |
| Registration Number: | 2792134 | USF RED STAR PREMIERPLUS |
| Registration Number: | 2784717 | USF REDDAWAY EXPEDITED |
| Registration Number: | 2787053 | USF REDDAWAY GUARANTEED |
| Registration Number: | 2813543 | USF REDDAWAY PREMIER |
| Registration Number: | 2792135 | USF REDDAWAY PREMIERPLUS |

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

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|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 36084-35170 |
| NAME OF SUBMITTER: | Dusan Clark |
| Signature: | /Dusan Clark/ |
| Date: | 03/09/2009 |

Total Attachments: 5
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of December 10, 2008 by and from YRC REGIONAL TRANSPORTATION, INC., a Delaware corporation (formerly known as USF Corporation) (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as contractual representative and collateral agent for itself and for the Secured Parties (as defined in the Security Agreement identified below) (in such capacities, the "Grantee").

WHEREAS, YRC Worldwide Inc. (the "Company"), the Lenders and Grantee have entered into a Credit Agreement dated as of August 17, 2007 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, along with certain other Subsidiaries of the Company, has guaranteed the repayment of the Secured Obligations pursuant to a Subsidiary Guarantee Agreement dated as of August 17, 2007 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee").

WHEREAS, the Company, the Grantor and certain other Subsidiaries of the Company have entered into a Pledge and Security Agreement dated as of August 6, 2008 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Holders of Secured Obligations. The rights and remedies of 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 and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guarantee. Upon the payment in full of all Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested

instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of the Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

YRC REGIONAL TRANSPORTATION, INC.

By: Michelle Russell
Name: Michelle Russell
Title: Vice President – Legal and Secretary

STATE OF KANSAS)
JOHNSON COUNTY)

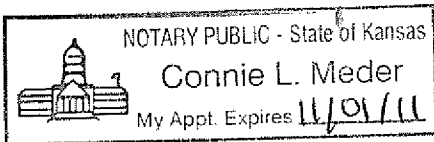
On January 8, 2009, before me, Connie L. Meder, Notary Public, personally appeared Michelle Russell, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

(SEAL)

Connie L. Meder

Notary Public, State of Kansas

My Commission Expires: 11/01/11



CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

| Mark | Application No. | Registration No. | Status - Appl. Pending/Registered |
|-----------------------------|-----------------|------------------|--------------------------------------|
| RED STAR EXPRESS (Stylized) | 73/770,118 | 1,581,923 | Registered |
| USF BESTWAY EXPEDITED | 76/284,505 | 2,787,049 | Registered |
| USF BESTWAY GUARANTEED | 76/284,511 | 2,787,055 | Registered |
| USF BESTWAY PREMIER | 76/284,523 | 2,782,550 | Registered |
| USF BESTWAY PREMIERPLUS | 76/284,517 | 2,780,172 | Registered |
| USF DUGAN EXPEDITED | 76/284,504 | 2,784,718 | Registered |
| USF DUGAN GUARANTEED | 76/284,508 | 2,787,052 | Registered |
| USF DUGAN PREMIER | 76/284,522 | 2,787,057 | Registered |
| USF DUGAN PREMIERPLUS | 76/284,516 | 2,787,056 | Registered |
| USF EXPEDITED | 76/284,506 | 2,787,050 | Registered |
| USF GUARANTEED | 76/284,512 | 2,780,170 | Registered |
| USF HOLLAND EXPEDITED | 76/284,503 | 2,795,471 | Registered |
| USF HOLLAND GUARANTEED | 76/284,507 | 2,787,051 | Registered |
| USF HOLLAND PREMIER | 76/284,521 | 2,792,137 | Registered |
| USF HOLLAND PREMIERPLUS | 76/284,515 | 2,780,171 | Registered |
| USF PREMIER | 76/284,524 | 2,792,138 | Registered |
| USF PREMIERPLUS | 76/284,518 | 2,784,719 | Registered |
| USF RED STAR EXPEDITED | 76/284,501 | 2,782,549 | Registered |
| USF RED STAR GUARANTEED | 76/284,510 | 2,787,054 | Registered |
| USF RED STAR PREMIER | 76/284,519 | 2,792,136 | Registered |
| USF RED STAR PREMIERPLUS | 76/284,513 | 2,792,134 | Registered |
| USF REDDAWAY EXPEDITED | 76/284,502 | 2,784,717 | Registered |

| Mark | Application No. | Registration No. | Status - Appl. Pending/Registered |
|--------------------------|-----------------|------------------|--------------------------------------|
| USF REDDAWAY GUARANTEED | 76/284,509 | 2,787,053 | Registered |
| USF REDDAWAY PREMIER | 76/284,520 | 2,813,543 | Registered |
| USF REDDAWAY PREMIERPLUS | 76/284,514 | 2,792,135 | Registered |