

TO: APRIL ASHLEY COMPANY: 1700 PACIFIC AVENUE

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.107/22/2011  
900197786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
USF Bestway, Inc.		07/22/2011	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name	U.S. Bank National Association		
Street Address:	50 S. 16th Street		
Internal Address:	Suite 2000		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code	19102		
Entity Type:	Collateral Trustee: Pennsylvania		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2351362	USF BESTWAY	
CORRESPONDENCE DATA			
Fax Number:	(214)969-4343		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2149694390		
Email:	aashley@akingump.com		
Correspondent Name:	April Ashley		
Address Line 1:	1700 Pacific Avenue		
Address Line 2:	Suite 4100		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	688605.0001 (YRC)		
NAME OF SUBMITTER:	April Ashley		
Signature:	/april ashley/		

CH \$40.00 2351362

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Date:	07/22/2011
<p>Total Attachments: 4 source=USF Bestway - End of TM docs for Security Interest#page1.tif source=USF Bestway - End of TM docs for Security Interest#page2.tif source=USF Bestway - End of TM docs for Security Interest#page3.tif source=USF Bestway - End of TM docs for Security Interest#page4.tif</p>	

TO: APRIL ASHLEY COMPANY: 1700 PACIFIC AVENUE

**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 July 22, 2011 by and from USF Bestway Inc, an Arizona corporation ("Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, as Collateral Trustee (together with its successors and permitted assigns, in such capacity, "Grantee") under the Collateral Trust Agreement dated as of July 22, 2011, among YRC Worldwide Inc (the "Company"), certain Subsidiaries of the Company, the Primary Holder Representatives (as defined therein) and the Collateral Trustee (as amended, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement").

WHEREAS, Grantor, along with certain other Subsidiaries of the Company, has guaranteed the repayment of the Secured Obligations pursuant to the Indentures (noted below),

WHEREAS, the Company has issued its Series A Convertible Senior Secured Notes and its Series B Convertible Senior Secured Notes pursuant to two separate Indentures between the Company and U.S. Bank National Association, as trustee;

WHEREAS, the Company, Grantor and certain other Subsidiaries of the Company have entered into a Pledge and Security Agreement dated as of July 22, 2011 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, 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 Secured Parties as security for the Secured Obligations; and

WHEREAS, 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 Secured Instruments, all terms and provisions of which are incorporated herein by reference, and 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 Collateral Trust Agreement or the Security Agreement, as applicable.

2) The Security Interest.

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

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

(b) 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 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.

{Signatures are on the next page.}

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

USF BESTWAY INC

By: [Signature]  
Name: Jeff P. Bennett  
Title: President and Secretary

STATE OF Kansas )  
Johnson COUNTY )

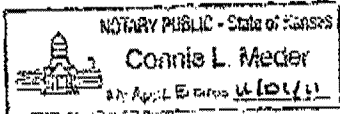
On July 21, 2011, before me, Connie L. Meder, Notary Public, personally appeared Jeff P. Bennett, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, 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: 11/01/2011



Signature Page 10.

Grant of Security interest in United States Trademarks

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CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

GRANTOR - LSF BESTWAY INC.			
Mark	Country	Application No.	Registration No.
LSF BESTWAY & Design	U.S.	75-627974	2,351,362
			Single - Appl. Pending/Registered Registered

Exhibit A