

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<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>
YRC Worldwide, Inc.		02/21/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, National Association, as Collateral Agent		
<b>Street Address:</b>	10 SOUTH DEARBORN		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85315834	ANY NEED. ANY SPEED. GUARANTEED.	
<b>Registration Number:</b>	3765099	CONFIDENCE DELIVERED	
<b>Serial Number:</b>	85508410	YRC FREIGHT	
<b>Serial Number:</b>	85508429	YRC FREIGHT	
<b>Serial Number:</b>	85508470	YRC FREIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)981-3400		
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	717 N. Harwood St., Suite 3400		
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CH \$140.00 85315834

ATTORNEY DOCKET NUMBER:	36084-37820
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	02/27/2012
<b>Total Attachments: 4</b> source=Confirmatory Grant Feb 21 2012#page1.tif source=Confirmatory Grant Feb 21 2012#page2.tif source=Confirmatory Grant Feb 21 2012#page3.tif source=Confirmatory Grant Feb 21 2012#page4.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Supplemental Grant") is made effective as of February 21, 2012 by and from YRC WORLDWIDE INC., a Delaware 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, the Grantor, the Lenders and Grantee have entered into an Amended and Restated Credit Agreement dated as of July 22, 2011 (as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and certain Subsidiaries of the Grantor have entered into an Amended and Restated Pledge and Security Agreement dated as of July 22, 2011 (as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

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

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. 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, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental 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 Supplemental Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than contingent indemnification 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 this Supplemental 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 and products 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 any of the Trademarks or unfair competition regarding the same.

[Signature Page Follow]

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

YRC WORLDWIDE INC.

By: 

Name: Jeff P. Bennett

Title: Vice President, Deputy General Counsel and Assistant Secretary

*Signature Page*

**TRADEMARK**  
**REEL: 004724 FRAME: 0721**

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

MARK	SERIAL NO.	DATE FILED	REG. NO.	REG. DATE
ANY NEED. ANY SPEED. GUARANTEED	85315834	5/11/2011		
CONFIDENCE DELIVERED	77680626	2/27/2009	3765099	3/23/2010
YRC FREIGHT & DESIGN (BLACK & WHITE)	85508410	1/4/2012		
YRC FREIGHT & DESIGN (ORANGE)	85508429	1/4/2012		
YRC FREIGHT & DESIGN (BLUE)	85508470	1/4/2012		

*Exhibit A*