TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IIRoadway Next Day Corporation	FORMERLY Arnold Industries, Inc.	08/30/2012	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	YRC Worldwide Inc.
Street Address:	10990 Roe Avenue
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66211
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1712273	NEW PENN

CORRESPONDENCE DATA

Fax Number: 5125364598

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 612.321.2800

Email: pgallagher@fulbright.com

Correspondent Name: Pat Gallagher/Fulbright & Jaworski LLP
Address Line 1: 98 San Jacinto Boulevard, Suite 1100
Address Line 2: c/o Trademark Docketing Dept.

Address Line 2: Co Trademark Docketing Dept Address Line 4: Austin, TEXAS 78701-4255

ATTORNEY DOCKET NUMBER:	YELO:184
NAME OF SUBMITTER:	Patrick J. Gallagher
Signature:	/Patrick J. Gallagher/

REEL: 004854 FRAME: 0372

TRADEMARK

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Date:	08/31/2012
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TRADEMARK
REEL: 004854 FRAME: 0373

TRADEMARK ASSIGNMENT

WHEREAS, Roadway Next Day Corporation, a Pennsylvania Corporation, with an office

address of 10990 Roe Avenue, Overland Park, Kansas 66211 ("Assignor"), has adopted, used, is

using and is the owner of the trademarks set forth in Schedule A hereof (which are referred to

hereinafter as the "MARKS");

WHEREAS, YRC Worldwide Inc., a Delaware Corporation, with an address of 10990

Roe Avenue, Overland Park, Kansas 66211 ("Assignee"), desires to acquire any and all rights

and goodwill associated with the MARKS;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, Assignor does hereby assign, convey and transfer to Assignee

all right, title and interest in and to the MARKS, including: (a) any and all unregistered,

common law trademark rights in and to the MARKS; (b) all claims arising out of or relating to

the use or ownership thereof, including the right to enforce the MARKS and collect damages for

past, present and future infringement thereof; and (c) the registrations for the MARKS, including

U.S. Trademark Registration No. 1,712,273, together with the goodwill associated with and

symbolized by the MARKS and corresponding business. Assignor expressly agrees that it is not

retaining any rights in the MARKS covered by this assignment and that Assignee shall have the

rights, without limitation, to hold and enforce the MARKS in the name of Assignee, and without

any duty to compensate or account to Assignor.

ROADWAY NEXT DAY CORPORATION

By:

Name: Jeff P. Benno H

Title: Vice President & Secretary

Date: 8/30/2012

TRADEMARK REEL: 004854 FRAME: 0374

STATE OF KANSAS	8
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COUNTY OF JOHN SON	\$

Before me, the undersigned authority, on this 304 day of 2012, personally appeared 2255 benefit known to me to be the person whose name is subscribed to the foregoing instruments and acknowledged to me that he/she is authorized to execute the same on behalf of the identified corporation and that he/she executed the same on behalf of the corporation for the purposes and consideration therein expressed.

NATALIE N. TERRY
NOTARY PUBLIC
STATE OF KANSAS
My Appl. Exp. 0\/22/20\f

Notary Public, State of KANSAS

Mataling

Name Printed: Notolie Torry

My Commission Expires: 0\122/20\5

SCHEDULE A -- MARKS

NEW PENN





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RECORDED: 08/31/2012