

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3PD, Inc.		10/18/2013	CORPORATION: GEORGIA
The Home Delivery Group LLC		10/18/2013	LIMITED LIABILITY COMPANY: NEVADA
XPO Logistics, Inc.		10/18/2013	CORPORATION: DELAWARE
Bounce Logistics, Inc.		10/18/2013	CORPORATION: DELAWARE
Concert Group Logistics, Inc.		10/18/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1 New York Plaza, 41st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3831155	3PD	
Registration Number:	3824760	3PD	
Registration Number:	3907403	3PDEDICATED	
Registration Number:	4298634	3PDESKTOP	
Registration Number:	4298635	3PDESKTOP	
Registration Number:	3904333	3PDIRECT	
Registration Number:	4292701	3PDIRECT	
Registration Number:	4283443	3PDIRECT	
Registration Number:	2694544	DISPATCHOFFICE	
Registration Number:	3904087	PENCHANT	

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Registration Number:	3456681	HDG HOME DELIVERY GROUP
Registration Number:	3460537	HDG HOME DELIVERY GROUP
Registration Number:	4175359	XPO LOGISTICS
Registration Number:	4227242	XPO LOGISTICS
Registration Number:	3190340	OWNERS DELIVER
Registration Number:	2540513	CGL
Serial Number:	85816843	XPO
Serial Number:	85952533	XPO AIR CHARTER
Serial Number:	85952559	XPO AIR
Serial Number:	85957333	XPO EXPRESS
Serial Number:	85968966	EXPO EXPEDITED
Serial Number:	85816798	BOUNCE LOGISTICS

CORRESPONDENCE DATA

Fax Number:

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

Email: michael.barys@thomsonreuters.com

Correspondent Name: Terrence G. Boyle, Senior Paralegal

Address Line 1: c/o Paul Hastings, LLP

Address Line 2: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Terrence G. Boyle
Signature:	/Michael Barys TR/
Date:	10/21/2013

Total Attachments: 12

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ITEM 1 (cont'd)
to Trademark Recordation Form Cover Sheet

Additional Parties

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Citizenship</u>
The Home Delivery Group LLC	Nevada	LLC	USA-Nevada
XPO Logistics, Inc.	Delaware	Corporation	USA-Delaware
Bounce Logistics, Inc.	Delaware	Corporation	USA-Delaware
Concert Group Logistics, Inc.	Delaware	Corporation	USA-Delaware

Trademark Security Agreement

Trademark Security Agreement, dated as of October 18, 2013, by 3PD, INC., a Georgia corporation located at Five Greenwich Office Park, Greenwich, CT 06831, THE HOME DELIVERY GROUP LLC, a Nevada limited liability company located at Five Greenwich Office Park, Greenwich, CT 06831, XPO LOGISTICS, INC., a Delaware corporation located at Five Greenwich Office Park, Greenwich, CT 06831, BOUNCE LOGISTICS, INC., a Delaware corporation located at Five Greenwich Office Park, Greenwich, CT 06831 and CONCERT GROUP LOGISTICS INC., a Delaware corporation located at Five Greenwich Office Park, Greenwich, CT 06831 each, (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Revolving Loan Credit Agreement, dated as of October 18, 2013 (as amended, amended and restated supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among XPO Logistics, Inc., a Delaware corporation ("Parent Borrower"), and certain of Parent Borrower's wholly-owned domestic subsidiaries signatory thereto, as borrowers (collectively, referred to therein as the "U.S. Borrowers" and each, individually, as a "U.S. Borrower"), XPO Logistics Canada Inc., an Ontario corporation (the "XPO Canada"), certain of XPO Canada's wholly-owned Canadian subsidiaries signatory thereto, as borrowers (collectively, referred to therein as the "Canadian Borrowers" and each, individually, as a "Canadian Borrower" and together with the U.S. Borrowers, collectively, referred to therein as the "Borrowers" and each, individually, as a "Borrower"), the other credit parties signatory thereto, Morgan Stanley Senior Funding, Inc., as administrative agent for the Lenders and the lenders from time to time party thereto (the "Lenders"), the Pledgors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Obligations, each Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Parties a Lien on all of the right, title and interest of such Pledgor in, to and under the following Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, and, in each case, excluding any Excluded Property, the "Trademark Collateral");

(a) all trademarks, trade names, domain names, corporate names, business names, trade dress, service marks, logos, other source or business identifiers, all Registrations and recordings thereof; and all applications in connection therewith, including Registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, including those set forth on Schedule I to this Agreement; (b) all renewals thereof; and (c) all Goodwill associated with any of the foregoing, together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's ownership or use of any trademarks, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable to Pledgor thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringement thereof.

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 5. Governing Law. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FROTH IN ANY SUCH OTHER LOAN DOCUMENTS) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

XPO LOGISTICS, INC.

By: 

Name: John J. Hardig

Title: Chief Financial Officer

3PD, INC.

THE HOME DELIVERY GROUP LLC

BOUNCE LOGISTICS, INC.

CONCERT GROUP LOGISTICS, INC.

By: 

Name: John J. Hardig

Title: Treasurer

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Agent

By: 
Name: Lisa Hanson
Title: Authorized Signatory

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 005134 FRAME: 0425

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

3PD, Inc. Trademarks

MARK	SERIAL NO.	FILING DATE	COUNTRY	REGISTRATION NO.	REGISTRATION DATE
3PD & Design	1505248	24-Nov-10	Canada	TMA811030	3-Nov-11
3PD (Stylized)	77/894,626	16-Dec-09	USA	3,831,155	10-Aug-10
3PD (word mark)	77/894,623	16-Dec-09	USA	3,824,760	27-Jul-10
3PD (word mark)	1505247	24-Nov-10	Canada	TMA821281	2-Apr-12
3PDedicated	85/050,030	28-May-10	USA	3,907,403	18-Jan-11

MARK	SERIAL NO.	FILING DATE	COUNTRY	REGISTRATION NO.	REGISTRATION DATE
3PDedicated	1505241	24-Nov-10	Canada		
3PDESKTOP	85/192,841	8-Dec-10	USA	4,298,634	5-Mar-13
3PDESKTOP	85/192,845	8-Dec-10	USA	4,298,635	5-Mar-13
3PDESKTOP	1508375	17-Dec-10	Canada		
3PDirect	85/053,098	2-Jun-10	USA	3,904,333	11-Jan-11
3PDirect	85/053,455	3-Jun-10	USA	4,292,701	19-Feb-13
3PDirect	85/192,847	8-Dec-10	USA	4,283,443	29-Jan-13

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MARK	SERIAL NO.	FILING DATE	COUNTRY	REGISTRATION NO.	REGISTRATION DATE
3PDirect	1529093	25-May-11	Canada	TMA834537	17-Oct-12
DISPATCH OFFICE	76/136,269	27-Sep-00	USA	2,694,544	11-Mar-03
PENCHANT	85/049,404	27-May-10	USA	3,904,087	11-Jan-11

The Home Delivery Group LLC Trademarks

MARK	SERIAL NO.	FILING DATE	COUNTRY	REGISTRATION NO.	REGISTRATION DATE
HGD HOME DELIVERY GROUP & Design	77/181,399	15-May-07	USA	3,456,681	1-Jul-08
HGD HOME DELIVERY GROUP	77/181,268	15-May-07	USA	3,460,537	8-Jul-08

XPO Logistics, Inc. Trademarks

MARK	SERIAL NO.	FILING DATE	COUNTRY	REGISTRATION NO.	REGISTRATION DATE
XPOLogistics XPO LOGISTICS & Design (Color)	85/478,195	21-Nov-11	USA	4,175,359	17-Jul-12
XPO LOGISTICS	85/398,102	15-Aug-11	USA	4,227,242	16-Oct-12
XPO	85/816,843	07-Jan-13	USA		
XPO AIR CHARTER	85/952,533	06-Jun-13	USA		
XPO AIR	85/952,559	06-Jun-13	USA		
XPO EXPRESS	85/957,333	12-Jun-13	USA		
EXPO EXPEDITED	85/968,966	25-Jun-13	USA		
XPOLogistics XPOLOGISTICS	1601106	5-Nov-12	Canada		


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MARK	SERIAL NO.	FILING DATE	COUNTRY	REGISTRATION NO.	REGISTRATION DATE
XPOLogistics <small>Canada</small> XPO LOGISTICS CANADA	1604678	30-Nov-12	Canada		
XPO	1600931	2-Nov-12	Canada		
XPO LOGISTICS	1600933		Pending		
XPOLogistics Design	1600936		Pending		

Bounce Logistics, Inc. Trademarks

MARK	SERIAL NO.	FILING DATE	COUNTRY	REGISTRATION NO.	REGISTRATION DATE
<small>Bounce Logistics</small> BOUNCE LOGISTICS & Design (Color)	85/816,798	07-Jan-13	USA		

Concert Group Logistics, Inc. Trademarks

MARK	SERIAL NO.	FILING DATE	COUNTRY	REGISTRATION NO.	REGISTRATION DATE
OWNERS DELIVER	78/813,366	12-Feb-06	USA	3,190,340	26-Dec-06
 CGL & Design	76/300,954	16-Aug-01	USA	2,540,513	19-Feb-02

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