

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Optima Service Solutions, LLC		12/31/2013	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Administrative Agent		
Street Address:	1 New York Plaza,		
Internal Address:	41st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3637850	EVOLUTION	
CORRESPONDENCE DATA			
Fax Number:	2122305199		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-318-6518		
Email:	terrenceboyle@paulhastings.com		
Correspondent Name:	Terrence G. Boyle c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	90794.00002		
NAME OF SUBMITTER:	Terrence G. Boyle		
Signature:	/Terrence G. Boyle/		

CH \$40.00 3637850

Date:

12/31/2013

**Total Attachments: 5**

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**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of December 31, 2013, by OPTIMA SERVICE SOLUTIONS, LLC, a Georgia limited liability company (the "Pledgor"), 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 Pledgor is party to a Security Agreement, dated as of October 18, 2013 (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 Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises of that certain 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 Pledgor hereby agrees 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, the 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 the 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 T 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 the

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 the Pledgor hereby acknowledges and affirms 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.

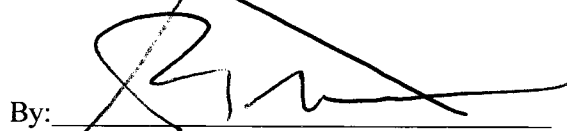
SECTION 5. Governing Law. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FROTH IN ANY SUCH OTHER LOAN DOCUMENTS) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, the 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,

OPTIMA SERVICE SOLUTIONS, LLC

A handwritten signature in black ink, appearing to read "Gordon E. Devens", written over a horizontal line.

By:

Name: Gordon E. Devens

Title: Manager

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,  
as Administrative Agent

By: 

Name: Steve King

Title: Authorized Signatory

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005184 FRAME: 0423**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>MARK</b>	<b>COUNTRY</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
EVOLUTION (with a stylized "V")	USA	3,637,850	June 16, 2009