

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		02/13/2014	National Banking Association:
RECEIVING PARTY DATA			
Name:	Roadway LLC		
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:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	jen.rezac@nortonrosefulbright.com		
Correspondent Name:	Patrick J. Gallagher		
Address Line 1:	98 San Jacinto Boulevard		
Address Line 2:	Suite 1100		
Address Line 4:	Austin, TEXAS 78701-4255		
ATTORNEY DOCKET NUMBER:	11400814 YRC		
NAME OF SUBMITTER:	Patrick J. Gallagher		
Signature:	/patrick j. gallagher/		
Date:	02/17/2014		

OP \$40.00 1712273

**Total Attachments: 4**

source=2014 Release of Security Interest Roadway LLC#page1.tif

source=2014 Release of Security Interest Roadway LLC#page2.tif

source=2014 Release of Security Interest Roadway LLC#page3.tif

source=2014 Release of Security Interest Roadway LLC#page4.tif

**TERMINATION AND RELEASE OF CONFIRMATORY GRANT OF SECURITY  
INTEREST IN UNITED STATES TRADEMARKS**

**THIS TERMINATION AND RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS** (this “Release”) is dated as of February 13, 2014 (the “Effective Date”), and made by U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral trustee under the Collateral Trust Agreement (as defined below) (together with its successors and assigns in such capacity, the “Collateral Trustee”), to and in favor of ROADWAY LLC, a Delaware limited liability company (“Grantor”).

**WHEREAS**, Grantor and certain of Grantor’s subsidiaries entered into that certain Collateral Trust Agreement, dated as of July 22, 2011 (as amended, amended and restated, supplemented, or otherwise modified from time to time prior to the date hereof, the “Collateral Trust Agreement”), with the Collateral Trustee, and each other Person (as defined therein) that becomes a party thereto pursuant to the terms thereof;

**WHEREAS**, Grantor and certain of Grantor’s subsidiaries entered into a Pledge and Security Agreement dated as of July 22, 2011 (as amended, amended and restated, supplemented, or otherwise modified from time to time prior to the date hereof, the “Security Agreement”);

**WHEREAS**, pursuant to the Collateral Trust Agreement and the Security Agreement, Grantor entered into that certain Confirmatory Grant of Security Interest in United States Trademarks, dated as of July 22, 2011 (the “Confirmatory Grant”), whereby Grantor granted and/or reaffirmed to the Collateral Trustee a security interest in (i) all of Grantor’s right, title and interest in and to the Trademarks then owned or from time to time after the date thereof 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 thereof for infringement of the Trademarks or unfair competition regarding the same, including, without limitation, those items set forth on Schedule I hereto (collectively, the “Interests”);

**WHEREAS**, the Confirmatory Grant was recorded with the United States Patent and Trademark Office on July 25, 2011, at Reel 004590, Frame 0398;

**WHEREAS**, Collateral Trustee has been directed to release any and all interest it has against or in the Interests pursuant to the Confirmatory Grant, the Security Agreement and/or the Collateral Trust Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Trustee agrees and confirms that:

1. All capitalized terms not defined herein shall have the respective meaning given to them in the Collateral Trust Agreement, the Security Agreement or the Confirmatory Grant, as applicable.

2. The Collateral Trustee hereby terminates, cancels, discharges, extinguishes, relinquishes and releases any and all liens on and/or security interests in or against the Trademarks and the Interests.

3. The Collateral Trustee agrees to execute, acknowledge, procure and deliver to Grantor any and all further documents or instruments and do any and all further acts which the Grantor (or their respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and Grantors' (or their assignees') right, title and interest in and to the Trademarks and/or the Interests.


4. The Collateral Trustee hereby authorizes the Grantor, or the Grantor's authorized representatives to (a) record this release with any applicable governmental office or agency and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Trustee in the Trademarks and the Interests.

5. The Collateral Trustee makes no representations as to the validity or sufficiency of this Agreement. The recital herein contained are made on representation of the Guarantor and the Collateral Trustee makes no representation of the Guarantor and the Collateral Trustee assumes no responsibility in respect thereof. This Agreement is executed by the Collateral Trustee without any covenant or warranty of title, or any other covenant, warranty or representation, either express or implied and shall be without recourse against the Collateral Trustee in any event whatsoever.

[Signature Page to Follow]

**IN WITNESS WHEREOF**, Collateral Trustee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

U.S. BANK NATIONAL ASSOCIATION, as Collateral Trustee

By:   
Name: George J. Rayzis  
Title: Vice President

Termination and Release of Confirmatory Grant of Security Interest in United States Trademarks  
Roadway, LLC

**TRADEMARK**  
**REEL: 005217 FRAME: 0901**

**SCHEDULE I**

<b>GRANTOR = ROADWAY LLC</b>				
<b>Mark</b>	<b>Country</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Status – Appl. Pending/Registered</b>
NEW PENN & Design	U.S.	74/160,265	1,712,273	Registered