

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
JPMorgan Chase Bank, National Association		02/13/2014	National Banking Association:
RECEIVING PARTY DATA			
Name:	YRC Regional Transportation, Inc.		
Street Address:	10990 Roe Avenue		
City:	Overland Park		
State/Country:	KANSAS		
Postal Code:	66211		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	1581923	RED STAR EXPRESS	
Registration Number:	2787049	USF BESTWAY EXPEDITED	
Registration Number:	2787055	USF BESTWAY GUARANTEED	
Registration Number:	2782550	USF BESTWAY PREMIER	
Registration Number:	2780172	USF BESTWAY PREMIERPLUS	
Registration Number:	2784718	USF DUGAN EXPEDITED	
Registration Number:	2787052	USF DUGAN GUARANTEED	
Registration Number:	2787057	USF DUGAN PREMIER	
Registration Number:	2787056	USF DUGAN PREMIERPLUS	
Registration Number:	2787050	USF EXPEDITED	
Registration Number:	2780170	USF GUARANTEED	
Registration Number:	2795471	USF HOLLAND EXPEDITED	
Registration Number:	2787051	USF HOLLAND GUARANTEED	
Registration Number:	2792137	USF HOLLAND PREMIER	

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Registration Number:	2780171	USF HOLLAND PREMIERPLUS
Registration Number:	2792138	USF PREMIER
Registration Number:	2784719	USF PREMIERPLUS
Registration Number:	2782549	USF RED STAR EXPEDITED
Registration Number:	2787054	USF RED STAR GUARANTEED
Registration Number:	2792136	USF RED STAR PREMIER
Registration Number:	2792134	USF RED STAR PREMIERPLUS
Registration Number:	2784717	USF REDDAWAY EXPEDITED
Registration Number:	2787053	USF REDDAWAY GUARANTEED
Registration Number:	2813543	USF REDDAWAY PREMIER
Registration Number:	2792135	USF REDDAWAY PREMIERPLUS

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: 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 REGIONAL JPM
NAME OF SUBMITTER:	Patrick J. Gallagher
Signature:	/patrick j. gallagher/
Date:	02/19/2014

Total Attachments: 5

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**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 JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, in its capacity as collateral trustee under the Credit Agreement (as defined below) (together with its successors and assigns in such capacity, the "Collateral Trustee"), to and in favor of YRC REGIONAL TRANSPORTATION, INC., a Delaware corporation (formerly known as USF Corporation) ("Grantor").

WHEREAS, YRC Worldwide Inc. (the "Company"), the Grantor and certain of Company's subsidiaries entered into that certain Credit Agreement, dated as of August 17, 2007 (as amended, amended and restated, supplemented, or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"), with the Collateral Trustee, and each other Person (as defined therein) that becomes a party thereto pursuant to the terms thereof;

WHEREAS, Grantor along with certain other Subsidiaries of the Company guaranteed the repayment of the Secured Obligations pursuant to a Subsidiary Guarantee Agreement dated as of August 17, 2007 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee");

WHEREAS, Company, Grantor and certain of Company's subsidiaries entered into a Pledge and Security Agreement dated as of August 6, 2008 (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 Credit Agreement and the Security Agreement, Grantor entered into that certain Confirmatory Grant of Security Interest in United States Trademarks, dated as of December 10, 2008 (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 March 9, 2009, at Reel 003948, Frame 0869;

WHEREAS, Collateral Trustee now desires to release any and all interest it has against or in the Interests pursuant to the Confirmatory Grant, the Security Agreement, the Guarantee, and/or the Credit 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 Credit Agreement, the Guarantee, 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.

[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.

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Collateral Trustee

By: _____

Name: Douglas Kravitz

Title: Vice President

Termination and Release of Confirmatory Grant of Security Interest in United States Trademarks
YRC Regional Transportation, Inc. (formerly known as USF Corporation)

TRADEMARK
REEL: 005219 FRAME: 0445

SCHEDULE I

GRANTOR = YRC REGIONAL TRANSPORTATION, INC. (formerly known as USF Corporation)				
Mark	Country	Application No.	Registration No.	Status – Appl. Pending/Registered
RED STAR EXPRESS (Stylized)	U.S.	73,770,118	1,581,923	Registered
USF BESTWAY EXPEDITED	U.S.	76/284,505	2,787,049	Cancelled
USF BESTWAY GUARANTEED	U.S.	76/284,511	2,787,055	Cancelled
USF BESTWAY PREMIER	U.S.	76/284,523	2,782,550	Cancelled
USF BESTWAY PREMIERPLUS	U.S.	76/284,517	2,780,172	Cancelled
USF DUGAN EXPEDITED	U.S.	76/284,504	2,784,718	Cancelled
USF DUGAN GUARANTEED	U.S.	76/284,508	2,787,052	Cancelled
USF DUGAN PREMIER	U.S.	76/284,522	2,787,057	Cancelled
USF DUGAN PREMIERPLUS	U.S.	76/284,516	2,787,056	Cancelled
USF EXPEDITED	U.S.	76/284,506	2,787,050	Cancelled
USF GUARANTEED	U.S.	76/284,512	2,780,170	Cancelled
USF HOLLAND EXPEDITED	U.S.	76/284,503	2,795,471	Cancelled
USF HOLLAND GUARANTEED	U.S.	76/284,507	2,787,051	Cancelled
USF HOLLAND	U.S.	76/284,521	2,792,137	Cancelled

GRANTOR = YRC REGIONAL TRANSPORTATION, INC. (formerly known as USF Corporation)				
Mark	Country	Application No.	Registration No.	Status - Appl. Pending/Registered
PREMIER				
USF HOLLAND PREMIERPLUS	U.S.	76/284,515	2,780,171	Cancelled
USF PREMIER	U.S.	76/284,524	2,792,138	Cancelled
USF PREMIERPLUS	U.S.	76/284,518	2,784,719	Cancelled
USF RED STAR EXPEDITED	U.S.	76/284,501	2,782,549	Cancelled
USF RED STAR GUARANTEED	U.S.	76/284,510	2,787,054	Cancelled
USF RED STAR PREMIER	U.S.	76/284,519	2,792,136	Cancelled
USF RED STAR PREMIERPLUS	U.S.	76/284,513	2,792,134	Cancelled
USF REDDAWAY EXPEDITED	U.S.	76/284,502	2,784,717	Cancelled
USF REDDAWAY GUARANTEED	U.S.	76/284,509	2,787,053	Cancelled
USF REDDAWAY PREMIER	U.S.	76/284,520	2,813,543	Cancelled
USF REDDAWAY PREMIERPLUS	U.S.	76/284,514	2,792,135	Cancelled