

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409898

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc., as Agent		11/17/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Orcas Aircraft Leasing, Inc.		
Street Address:	Five Greenwich Office Park		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06831		
Entity Type:	Corporation: DELAWARE		
Name:	Transportation Resources, Inc.		
Street Address:	Five Greenwich Office Park		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06831		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1952653	ORCAS AIRCRAFT LEASING	
Registration Number:	4777378	ROADFORCE	
Registration Number:	4280878	ROADFORCE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		

OP \$90.00 1952653

ATTORNEY DOCKET NUMBER:	F167363 ABL
NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	12/22/2016

Total Attachments: 3

source=#89094406v1 - (Trademark Release 2016 (ABL) - For Filing)#page3.tif

source=#89094406v1 - (Trademark Release 2016 (ABL) - For Filing)#page4.tif

source=#89094406v1 - (Trademark Release 2016 (ABL) - For Filing)#page5.tif

RELEASE OF SECURITY INTEREST IN TRADEMARK

This Release of Security Interest in Trademarks (this "Release") is made as of November 17, 2016, and granted by MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Agent").

WHEREAS, pursuant to the Second Amended and Restated Revolving Loan Credit Agreement, dated as of October 30, 2015 (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"), certain of Parent Borrower's wholly-owned domestic and Canadian subsidiaries signatory thereto, as borrowers, the other credit parties signatory thereto, certain letter of credit issuers party thereto, the Agent and the lenders from time to time party thereto, and the Second Amended and Restated Security Agreement dated as of October 30, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "U.S. Security Agreement"), a security interest (the "Security Interest") was granted by TRANSPORTATION RESOURCES, INC. AND ORCAS AIRCRAFT LEASING, INC. (the "Grantors") to the Agent in certain collateral, including the Trademark Collateral (as defined in the Trademark Security Agreement) belonging to the Grantors (the "Specified Trademark Collateral") including, without limitation, all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on Schedule I hereto;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of October 30, 2015 (the "Trademark Security Agreement"), between, among others, the Grantors and the Agent, the Grantors pledged to the Agent, for the benefit of the Secured Parties, a Security Interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Specified Trademark Collateral; and


WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in and lien on the Specified Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the Agent hereby states as follows:

1. Definitions. Unless otherwise defined herein, terms defined in the U.S. Security Agreement and used herein have the meaning given to them in the U.S. Security Agreement.
2. Release of Security Interest. The Agent hereby terminates the Trademark Security Agreement (solely with respect to the Grantors) and hereby terminates, cancels, discharges and releases its Security Interest in and any lien upon the Specified Trademark Collateral, in each case without warranty or recourse. If and to the extent the Agent has acquired any right, title or interest in, to or under any of the Trademarks, then the Agent hereby assigns, transfers, conveys and delivers such right, title or interest to the Grantors.
3. Further Assurances. The Agent shall take all further actions, and provide to the Grantors and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Release, in each case at the Grantor's sole expense.
4. Governing Law. This Release shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

MORGAN STANLEY SENIOR FUNDING, INC.,
as Agent

By: 
Name: Lea Hansick
Title: VP

[Signature Page to Trademark Release -- ABL]

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Owner	Mark	Serial No.	Filing Date	Status	Country	Reg. No.	Reg. Date	Description (Classes)
Orcas Aircraft Leasing, Inc	ORCAS AIRCRAFT LEASING	74581442	10/2/94	Registered	United States	1952653	1/30/1996	
Transportation Resources, Inc.	ROADFORCE	85250452	2/24/11	Registered	United States	4777378	7/21/2015	
Transportation Resources, Inc.	ROADFORCE	85978162	2/24/11	Registered	United States	4280878	1/22/2013	