

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XPO CNW, Inc.		10/27/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TForce TL Holdings USA, Inc.		
Street Address:	2711 Centerville Road, Suite 400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1612366	CFI	
Registration Number:	2034555	CFI	
Registration Number:	1664437	CFI	
CORRESPONDENCE DATA			
Fax Number:	3366077500		
<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:	3366077300		
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Correspondent Name:	Laura C. Miller		
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ATTORNEY DOCKET NUMBER:	1061567		
NAME OF SUBMITTER:	Laura C. Miller		
SIGNATURE:	/laura miller/		
DATE SIGNED:	04/09/2020		
Total Attachments: 21			
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STOCK PURCHASE AGREEMENT

dated as of October 27th, 2016

between

XPO CNW, INC., as Seller

and

TFORCE TL HOLDINGS USA, INC., as Buyer

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STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this “**Agreement**”), dated as of October 27th, 2016, is by and between XPO Logistics, Inc., a Delaware corporation (“**XPO**”), XPO CNW, Inc., a Delaware corporation (the “**Seller**”), TForce TL Holdings USA, Inc., a Delaware corporation (the “**Buyer**”), and TForce Holdings Inc., a Canadian corporation (“**TFHI**”).

RECITALS

1. Seller is the owner of all of the issued and outstanding common stock of Transportation Resources, Inc., a Missouri corporation (“**TRI**”). TRI owns all of the issued and outstanding common stock of XPO Logistics Truckload Inc., a Missouri corporation, formerly known as Con-way Truckload, Inc. (the “**Company**”), all of the issued and outstanding shares or units of the Other Subsidiaries (as defined below), and a portion of the outstanding common stock of the Company Subsidiaries (as defined below) other than the Other Subsidiaries.

2. Seller desires to sell, and Buyer desires to purchase, all of the Equity Securities (as defined below) in TRI (the “**Shares**”) on the terms and subject to the conditions set forth in this Agreement.

AGREEMENTS

In consideration of the foregoing premises and the respective representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

ARTICLE I **DEFINITIONS**

1.1 Definitions. When used in this Agreement, the following terms shall have the meanings assigned to them in this Section 1.1.

“**Affiliate**” means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

“**Ancillary Documents**” means the Transition Services Agreement and the other agreements, instruments and documents delivered at the Closing pursuant to this Agreement.

“**Acquired Companies**” means TRI, the Company and the Company Subsidiaries.

“**Benefit Plan**” means any written (a) Employee Plan and (b) employment, severance, change in control or similar Contracts, plans or arrangements providing any material compensation or benefits to any Employee of the Acquired Companies (including any agreement, arrangement, plan or policy making available bonuses, equity awards, vacation or deferred compensation) other than an Employee Plan, to which any Acquired Company participates, contributes or is obligated to contribute.

“**Books and Records**” means books of account, general, financial and operating records, invoices and other documents, records and files of the Acquired Companies.

“**Business Day**” means a day other than a Saturday, Sunday or other day on which commercial banks located in New York, New York are authorized or required by Law to close.

consistent classifications, judgments and estimation methodology, as were used in the preparation of the Reference Balance Sheet, but only to the extent such accounting methods, policies, practices and procedures are consistent with GAAP except as set forth on the Example Net Working Capital Calculation; provided, however, notwithstanding being recorded as a long-term liability on the Financial Statements, the long-term self-insurance accruals will be deemed Current Liabilities in all periods for purposes of this definition. For the avoidance of doubt, Current Liabilities shall exclude (a) any current portion of Indebtedness, (b) the Transaction Expenses, (c) any Income Taxes, and (d) any obligations of Buyer under this Agreement.

“Employee” means any employee (whether salaried or hourly, and full-time, part-time or temporary), whether or not actively employed on the date hereof, e.g., including employees on vacation and leave of absence, including maternity, family, sick, worker's compensation, military or disability leave of the Acquired Companies.

“Employee Plan” means any employee benefit plan as defined in Section 3(3) of ERISA (including employee welfare (medical, dental, etc.) benefit plan or an employee pension benefit plan, such as 401(k) plans), that (a) is subject to Title 1 of ERISA, (b) is maintained, administered or contributed to by the Acquired Company, or (c) covers any current or former Employee of the Acquired Companies.

“Environmental Laws” means any Law relating to the environment or to pollutants, contaminants, wastes, or chemicals or any toxic, radioactive ignitable, corrosive, reactive or otherwise hazardous substances, wastes or materials.

“Equity Securities” means, (a) if a Person is a corporation, shares of capital stock of such corporation, (b) if a Person a partnership or limited liability company, its membership interests, partnership interests or units, and (c) any options, warrants or other securities, interests or other rights convertible into, or exercisable or exchangeable for any of the interests described in clauses (a) – (b) of this definition.

“ERISA” means the *Employee Retirement Income Security Act* of 1974, as amended.

“Fundamental Representations” means, collectively, the Buyer Fundamental Representations and the Seller Fundamental Representations.

“GAAP” means United States generally accepted accounting principles.

“Governmental Entity” means any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of United States federal, state or local government or non-U.S., international, multinational or other government, including any department, commission, board, agency, bureau, official or other regulatory, administrative or judicial authority thereof.

“Income Tax Return” means any Tax Return for Income Taxes.

“Income Taxes” means Taxes imposed on or measured by taxable income.

“Intellectual Property” means, collectively, (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all letters patent and pending applications for patents of the United States and all other countries and all reissues, reexaminations, divisions, continuations, continuations-in-part and extensions thereof; (b) all registered or unregistered trademarks, service marks, trade names, social media handles, and Internet domain names, all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (c) all published and unpublished copyrights and works of authorship (including databases and software), and all applications, registrations and renewals in connection therewith; (d) all mask works and all applications,

registrations, and renewals in connection therewith; (e) all trade secrets and confidential business information (including confidential ideas, research and development, know how, methods, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); and (f) all copies and tangible embodiments of the foregoing (in whatever form or medium).

“**Indebtedness**” means any of the following: (a) any indebtedness for borrowed money; (b) any obligations evidenced by bonds, debentures, notes or other similar instruments; (c) any obligations as lessee under leases that are required under GAAP to be treated as capital leases; (d) any guaranty of any of the foregoing; (e) any accrued and unpaid interest, fees and other expenses owed with respect to the foregoing; and (f) any current portion of the foregoing. For greater certainty, Indebtedness shall not include undrawn letters of credit, fidelity, performance, surety or licensing bonds and similar instruments, or any indebtedness incurred by, on behalf of, or at the direction of, Buyer or any of its Affiliates in connection with the transactions contemplated by this Agreement, nor the following specific items: (i) deferred income tax, (ii) employee benefits, (iii) other liabilities and deferred credits, or (iv) self-insurance accruals.

“**Law**” means any statute, law (including common law), ordinance, Order, code, rule or regulation of any Governmental Entity, including Mexican official governmental norms (*normas oficiales Mexicanas*).

“**Lien**” means, with respect to any property or asset, any mortgage, lien, pledge, security interest, hypothecation or any other similar encumbrance in respect of such property or asset. For the avoidance of doubt, “Lien” shall exclude any restrictions on transfer under securities Laws and any terms and conditions of any Organizational Document of any Acquired Company.

“**Material Adverse Effect**” means any effect that is materially adverse to the business, financial condition or operations of the Acquired Companies, taken as a whole; provided that none of the following shall be taken into account in determining whether there is a Material Adverse Effect: (i) any adverse change, event, or development arising from or relating to the general business, industry or economic conditions affecting any of the industries in which the Acquired Companies operate, (b) any adverse change, event, or development arising from or relating to local, regional, national or international political or social conditions, including the engagement (whether new or continuing) by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack, any natural or man-made disaster or acts of God, (c) changes in financial, banking, or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (d) any failure of any Acquired Company to meet any projections or forecasts (provided, that this clause (d) shall not prevent a determination that any change, event, or development underlying such failure to meet projections or forecasts has resulted in a Material Adverse Effect (provided, further, that any such change, event, or development is not otherwise excluded from determining whether there is a Material Adverse Effect)), (e) changes in GAAP, (f) changes in Laws, (g) the taking of any action contemplated by this Agreement, (h) the announcement of the transactions contemplated by this Agreement, (i) any actions or omissions by Buyer or any of its Affiliates, or (j) any matter of which Buyer has knowledge on the date of this Agreement.

“**Material Contract**” means any of the Contracts listed or required to be listed on Schedule 3.9(a).

“**Net Working Capital**” means the difference between the book value of the Current Assets and the book value of the Current Liabilities, in each case, as of the Effective Time. Notwithstanding anything to the contrary herein, for purposes of determining Net Working Capital, (A) no assets or liabilities shall reflect any changes in such assets or liabilities as a result of purchase accounting adjustments or other changes arising from or resulting as a consequence (including Tax consequences) of the transactions

“**Transaction Deductions**” means all deductions or expenses incurred by any Acquired Company as a result of or in connection with the transactions contemplated by this Agreement (including, without limitation, deductions related to repayment of Indebtedness, the payment of Transaction Expenses and the payment of any fees or other costs and expenses associated with the transactions contemplated by this Agreement).

“**Transaction Expenses**” means the sum of (A) all of the fees and expenses incurred by any Acquired Company, as permitted under GAAP, prior to the Closing in connection with the negotiation, documentation and consummation of the transactions contemplated by this Agreement, including all fees, expenses, disbursements and other similar amounts paid to attorneys, financial advisors, accountants or an investment banker, broker, finder or other intermediary retained by or authorized to act on behalf of Seller, XPO, or any Acquired Company, or any transaction bonus payment, which, in each case, are unpaid as of the Closing, plus (B) any Indebtedness incurred after the Effective Time and prior to Closing and not repaid by Seller at or prior to Closing.

“**Transfer Taxes**” means all sales, use, transfer, real property transfer, intangible, recording, documentary, stamp, registration and stock transfer Taxes and any similar Taxes.

“**Transition Services Agreement**” means the Transition Services Agreement between the Parties, dated as of the date hererof.

“**Treasury Regulations**” means United States Treasury regulations promulgated under the Code.

“**U.S.**” or “**United States**” means the United States of America.

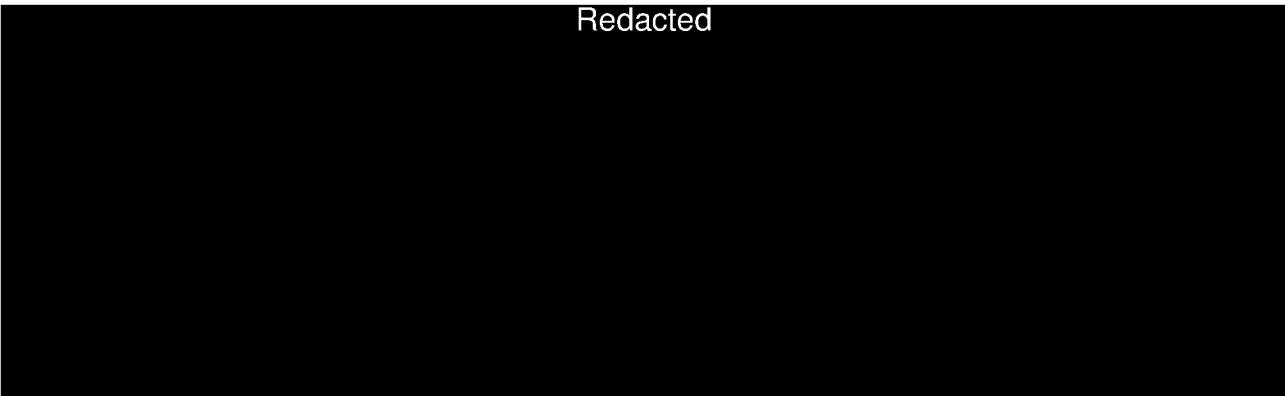
1.2 Additional Definitions.

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Agreed Tax Treatment	Section 5.5(h)
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XPO Trademarks	Section 5.7(a)

ARTICLE II
PURCHASE AND SALE

2.1 Purchase and Sale. In exchange for the Closing Purchase Price set forth in Section 2.2 hereof, as adjusted pursuant to Section 2.5 (as adjusted, the “**Purchase Price**”), Seller hereby sells, transfers, assigns, conveys and delivers to Buyer, and Buyer hereby purchases from Seller, all right, title and interest in and to the Shares free and clear of all Liens.



Redacted

2.3 Closing. Buyer and Seller have consummated the transactions contemplated by this Agreement by electronic mail and overnight courier services, or by physical exchange of documentation (the “**Closing**”), on the date hereof (the “**Closing Date**”). For purposes of risk of loss and all Tax Returns, the effective time of the Closing is deemed to be 11:59 p.m. Eastern time on the day prior to the Closing Date (the “**Effective Time**”).

2.4 Closing Deliveries.

(a) Deliveries by Seller at the Closing. At the Closing, Seller has delivered to Buyer the following:

(i) stock certificates evidencing 100% of the Shares, duly endorsed in blank or accompanied by stock powers duly executed in blank;

(ii) recent certificates of good standing with respect to each Acquired Company issued by the responsible Governmental Entity of the jurisdictions of their respective formation (to the extent any such certificate is routinely issued by any such jurisdiction);

(iii) a certified copy of the resolution of Seller's board of directors, certified by an appropriate officer of Seller as having been duly and validly adopted and being in full force and effect as of the Closing Date, authorizing the execution and delivery of this Agreement and performance by Seller of the transactions contemplated hereby;

(iv) the Transition Services Agreement, duly executed by Seller, and any Affiliate of Seller that will provide services thereunder;

(v) copies of all notice filings given to, and consents and approvals of, third parties and Governmental Entities listed on Schedule 2.4(a)(v);

(vi) duly executed resignations, effective as of the Closing, of each director, non-employee officer, manager, or other title-holder of the Acquired Companies, as requested by Buyer;

(vii) a certificate of the non-foreign status of Seller pursuant to Section 1.1445-2(b)(2) of the Treasury Regulations; and

(viii) all other documents, instruments, agreements and certificates, if any, required by any provision of this Agreement or the other documents required to be delivered under this Section 2.4(a) or otherwise necessary to consummate the transactions contemplated by this Agreement.

(b) Deliveries by Buyer at the Closing. At the Closing, Buyer has delivered to Seller the following:

(i) a wire transfer of immediately available funds to the account designated in writing by Seller to Buyer in the amount of the Closing Purchase Price;

to the Seller Consolidated Group, a Pre-Closing Tax Period or a Straddle Period, the Tax Payor shall be bound by the results obtained by the Tax Notice Recipient in connection therewith.

(l) Both Seller and Buyer shall handle, defend, conduct and control Tax audits or administrative or judicial proceedings of any member of the Seller Consolidated Group and the Buyer Consolidated Group, respectively in respect to Standalone Taxes.

5.6 Release and Waiver.

(a) Except for any liability, undertaking, covenant, debt or obligation under this Agreement or any of the Ancillary Documents, effective upon the Closing, the Buyer and its Subsidiaries (including the Acquired Companies), Affiliates, predecessors, successors, assigns, and other Persons that have or could potentially derive rights through them (collectively, the “**Releasing Parties**”) hereby irrevocably waive, release and discharge Seller and each of its Affiliates, and its or their officers, directors, employees, partners, members, managers, owners, agents, representatives, heirs, beneficiaries, executors, trustees, administrators, successors and assigns (collectively, the “**Released Persons**”) from any and all liabilities, debts or obligations to the Releasing Parties of any kind or nature whatsoever, in each case whether absolute or contingent, liquidated or unliquidated, known or unknown, relating to indemnification obligations Seller, XPO or its affiliates (other than the Acquired Companies) to officers, directors, or employees of the Acquired Companies. Effective upon the Closing, each of the Releasing Parties hereby expressly waives and releases any rights and benefits which such Releasing Party has or may have under any law or rule of any jurisdiction pertaining to the matters released herein and expressly waives and releases any and all rights and benefits conferred upon such Releasing Party by the provisions of any Law which provides that a general release does not extend to claims which the Releasing Party does not know or suspect to exist at the time of its release and which if known would have materially affected its release of the Released Persons.

(b) Effective upon the Closing, the Buyer, for itself and the other Releasing Parties, hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim or demand, or commencing, distributing or causing to be commenced, any action or proceeding of any kind against any Released Person, based on any matter purported to be released hereby.

5.7 Trade Names.

(a) Except as otherwise expressly provided herein, Buyer acknowledges and agrees that it is not acquiring any right, title or interest to the trademarks, service marks, trade names, and Internet domain names, or any applications, registrations, and renewals in connection therewith (i) that contain or are confusingly similar with “Con-way,” “Con-way Truckload” (“**Con-way Trademarks**”); or (ii) that contain or are confusingly similar with “XPO,” “XPO Logistics,” or “XPO Logistics Truckload” (the “**XPO Trademarks**”). Seller and XPO hereby assign, convey and transfer to the Buyer all right, title, and interest that Seller or XPO may have in and to the trademarks, service marks, trade names, and Internet domain names, or any applications, registrations, and renewals in connection with the name “Contract Freighters” and “CFI”, including those listed in Schedule 5.7, (the “**CFI Trademarks**”), and which Buyer may continue to own and use as owner. Seller and XPO further agree that Buyer will re-name the Acquired Companies, and may use or continue to use the name “Contract Freighters” or “CFI” or any similar names, in association with the truckload business hereby acquired and Seller and XPO shall cease such use. Nothing in the foregoing shall preclude the Buyer from continuing to use the business or corporate names in which it has any right, title, or interest, not associated with “XPO” or “Con-way”, nor shall the Buyer have any obligation to change the corporate names or the legal names of TRI, Orcas Aircraft Leasing Inc., Transportation Equipment Leasing LLC Transportation Property Leasing LLC, CFI Mex, S. de R.L. de

C.V. and Soluciones Internacionales de Transporte, S.A. de C.V. which may continue to exist under their current names.

(b) Seller and XPO hereby agree and covenant (i) to stop search engine optimization (including keywords, meta description, title tags and other SEO techniques) on “Con-way Truckload” and “CFI” from being directed to XPO and Seller’s websites; and (ii) that any Con-way Truckload or CFI URLs registered to XPO or its Affiliates will be redirected to a website designated by Buyer which will not use the “XPO” name, and such URLs will be assigned to Buyer.

(c) Except as otherwise expressly provided herein, Buyer shall, at its own expense:

(i) within five (5) Business Days following the Closing Date, file all applications and related documents with the Missouri Secretary of State to change the name of the Company to other names which do not include, contain or are confusingly similar with “Con-way,” “Con-way Truckload,” “XPO,” “XPO Logistics,” or “XPO Logistics Truckload”;

(ii) within twenty (20) Business Days following the effectiveness of any name change described in subsection (i) hereof, use its commercially reasonable best efforts (A) to file any applications and related documents with applicable regulatory authorities to change the name of the Company to such new corporate name, and (B) to remove all Con-way Trademarks and XPO Trademarks appearing on materials used by the Acquired Companies in their business (except on Rolling Stock);

(iii) within six (6) months following the Closing Date (the last day of such period, the “**First Rebranding Date**”), remove the XPO Trademarks from the Rolling Stock and the Con-way Trademarks from the tractors; and

(iv) prior to December 31, 2018 (the “**Second Rebranding Date**”), remove the Con-way Trademarks from all of the trailers.

Buyer shall provide copies of all filings, amendments, and applications contemplated under subsections (c)(i) and (c)(ii) of this Section 5.7 to Seller promptly after the filing and approval thereof.

(d) Seller and XPO shall thereafter use commercially reasonable best efforts to (i) remove CFI Trademarks from appearing on materials used by Seller or XPO; and (ii) sign, file all necessary documents and take all necessary actions to give effect to the transfer of the CFI Trademarks to the Buyer, including the transfer of the CFI related domain names. The Parties shall collaborate in good faith following the Closing with respect to the preparation of applications and related documents required in order to change the name of the Company and XPO Logistics, S.A. de C.V. and XPO Logistics Truckload de Mexico, S.A. de C.V. and to transfer the CFI Trademarks to the Buyer as required by this Section 5.7. Such collaboration shall include the opportunity for each Party to review and comment on the applications and related documentation required to effect such name change and transfer.

(e) If Buyer breaches its obligation to remove the XPO Trademarks from all Rolling Stock and the Con-way Trademarks from the tractors prior to the First Rebranding Date, or breaches its obligation to remove the Con-way Trademarks from the trailers prior to the Second Rebranding Date (each of the First Rebranding Date and the Second Rebranding Date, as applicable, a “**Branding Deadline**”), Buyer shall pay Seller liquidated damages an amount equal to \$500 per remaining branded piece of equipment on the first day of each month following the applicable Branding Deadline until such date as Buyer’s obligations pursuant to Section 5.7(c)(iii) and 5.7(c)(iv) are satisfied in full. Buyer and Seller agree that quantifying losses arising from Buyer’s delay is inherently difficult to determine, and further stipulate

that the agreed-upon amount is not a penalty, but rather a reasonable measure of damages, based upon the Parties' experience in the industry and given the nature of the losses that may result from delay.

5.8 Payment of Obligations. From and after the Closing, Buyer will cause all liabilities of the Acquired Companies to be paid, performed and discharged, specifically including, all claims covered under insurance policies of XPO and its Subsidiaries; provided that the claims required to be recorded under GAAP have been recorded in the Financial Statements, or Closing Statements or are otherwise covered by the Transition Services Agreement.

5.9 No Additional Representations. Buyer acknowledges and agrees that none of the Seller, the Acquired Companies, any of their Affiliates or any Representatives of any of the foregoing (a) has made or will be deemed to have made (and Buyer and its Affiliates have not relied on) any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Acquired Companies or their businesses or assets, or the transactions contemplated hereby except as expressly set forth in Article III and qualified by the Seller Disclosure Schedules or (b) will have or be subject to any liability or obligation to Buyer or any other Person resulting from the distribution to Buyer or any of its Affiliates, or Buyer's or any of its Affiliates' use of, any such information, including the Confidential Information Memorandum prepared by J.P. Morgan Securities LLC (the "**Information Memorandum**") and any information, document or material made available to Buyer or its Affiliates or any of their Representatives in certain "data rooms" and online "data sites," management presentations or any other form in connection with the transactions contemplated by this Agreement or otherwise. In connection with Buyer's and its Affiliates' investigation of the Acquired Companies, Buyer and its Affiliates have received from or on behalf of the Acquired Companies certain projections, including projected statements of operating revenues and income from operations of the Acquired Companies and certain business plan information of the Acquired Companies. Buyer acknowledges that there are uncertainties inherent in attempting to make such estimates, projections and other forecasts and plans, that Buyer and its Affiliates' are familiar with such uncertainties, that Buyer and its Affiliates are taking full responsibility for making their own evaluation of the adequacy and accuracy of all estimates, projections and other forecasts and plans so furnished to it (including the reasonableness of the assumptions underlying such estimates, projections and forecasts), and that Buyer and its Affiliates shall have no claim against the Seller, the Acquired Companies, any of their Affiliates or any Representatives of any of the foregoing with respect thereto.

5.10 Employees; Benefit Plans.

(a) Except as set forth on Schedule 5.10, and subject to the terms and conditions of the Transition Services Agreement, from the Closing Date until December 31, 2016, Buyer shall maintain, or cause the Acquired Companies to maintain, the Benefit Plans in existence on the Closing Date or otherwise make available to the Employees benefit plans, programs and arrangements with benefits that are comparable in the aggregate and on terms that are comparable in the aggregate to the benefit programs and arrangements made available to such Employees immediately prior to the Closing Date. For purposes of determining eligibility to participate or levels of benefits or entitlement to benefits under Buyer's or the applicable Benefit Plans, programs and arrangements, each such Employee shall be credited with his or her years of service with the Company or Company Subsidiaries prior to the Closing Date for purposes of eligibility and vesting, except to the extent such service credit would result in unintended benefits or in a duplication of benefits for the same period, and any pre-existing condition, actively-at-work, or similar requirement under any such benefit plans, programs or arrangements shall be waived by the plan sponsor with respect to such Employees to the extent allowed thereunder and under applicable Law. Nothing in this Section 5.9 shall be interpreted as requiring any Acquired Company to continue to employ any particular Employee for any specified period of time.


7.17 No Restrictive Covenants. Buyer acknowledges and agrees that Seller and its Affiliates shall not be bound or affected by any restrictive covenants of any nature or description that would restrict the ability of Seller and its Affiliates to (a) compete with Buyer and its Affiliates, (b) solicit the customers of Buyer and its Affiliates with respect to the provision of goods or services of any kind, or (c) hire or engage, or solicit for hiring or engaging, any of the Employees, independent contractors, agents, or representatives of Buyer and its Affiliates.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

SELLER:

XPO CNW, INC.

By: 
Name: Gordon E. Devens
Title: Vice President and Secretary


BUYER:

TFORCE TL HOLDINGS USA, INC.

By: _____
Name:
Title:

XPO:

XPO LOGISTICS, INC.

By: 
Name: Gordon E. Devens
Title: Chief Legal Officer

TFHI:

TFORCE HOLDINGS INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

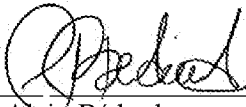
SELLER:

XPO CNW, INC.

By: _____
Name:
Title:

BUYER:

TFORCE TL HOLDINGS USA, INC.

By:  _____
Name: Alain Bédard
Title: President and CEO

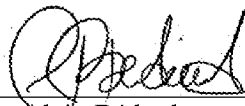
XPO:

XPO LOGISTICS, INC.

By: _____
Name:
Title:

TFHI:

TFORCE HOLDINGS INC.

By:  _____
Name: Alain Bédard
Title: President and CEO

BUYER AND SELLER DISCLOSURE SCHEDULES

(THE "DISCLOSURE SCHEDULES")

TO THE

STOCK PURCHASE AGREEMENT

DATED OCTOBER 27, 2016

between

XPO CNW, INC., as Seller

and

TFORCE TL HOLDINGS USA, INC., as Buyer

(THE "AGREEMENT")

Unless the context otherwise requires, all capitalized terms used in these Disclosure Schedules shall have the respective meanings assigned to them in the Agreement.

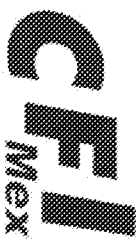
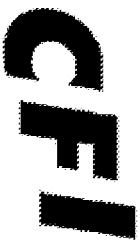
These Disclosure Schedules are qualified in their entirety by reference to the specific provisions of the Agreement and are not intended to constitute, and shall not be construed as constituting, representations or warranties of the Seller or the Company except to the extent expressly provided in the Agreement. The inclusion of any contract or other item in these Disclosure Schedules shall not be construed as an admission that a violation, right of termination, default or liability of any kind exists with respect to such contract or item, but rather is intended only to qualify certain representations and warranties contained in the Agreement, and to set forth other information required by the Agreement.

The section numbers used herein refer to the sections in the Agreement. Headings and subheadings have been inserted for convenience of reference only and shall not be considered a part of, or affect the construction or interpretation of, the Disclosure Schedules or the Agreement. Disclosure of an item on one Schedule shall be deemed disclosure on another Schedule if (i) a cross reference to such other Schedule is made, or (ii) it is reasonably apparent that the disclosed contract, event, fact, circumstance or other matter relates or is otherwise relevant to the representations or warranties covered by such other Schedule.


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Schedule 3.13(a)
Registered Intellectual Property

REGISTRY	REGISTRATIO N NUMBER	TRADEMARK	DATE OF REGISTR ATION	LAST RENEWAL	SERVICES	REGISTER ED OWNER	AGENT
Mexico	822153	CFI MEX 	February 26, 2004	17/06/2013	39 Freight transportation services mainly handling and transportation of cargo trucks	Con-way Truckload Inc.	Alberto Enrique Diaz Mucharraz Walk Of Reform # 265, Mezzanine 2 Col. Arteaga Mexico Df 06500 Mexico
Mexico	554175	CFI LOGISTICA	29/07/1997	07/09/2007	39 planning, programming and arrangement for other transportation and elalmacenaje.	Con-Way Truckload, Inc.	Alberto Enrique Diaz Mucharraz Walk Of Reform # 265, Mezzanine 2 Col. Arteaga Mexico Df 06500 Mexico
Mexico	585033	CFI	August 25, 1998		39 servicios de transporte de carga, principalmente carga y descarga por camiones, transporte y deposito	Con-way Truckload Inc.	Enrique Alberto Diaz Mucharraz Paseo De La Reforma # 265, Mezzanine 2, Col. Cuauhtemoc Mexico, D.F. 06500 Mexico
Canada	LMC464455	CFI (STYLIZED) DESIGN 	August 31, 1995	Nov 3, 2011	Freight services, namely handling and hauling cargo by truck.	Con-Way Truckload Inc.	KATHERINE M. DIMOCK (GOWLING WLG (Canada) LLP) 1 FIRST CANADIAN PLACE 100 KING

TRADEMARK

Canada	LMC427023	CFI DESIGN	February 24, 1993	May 27, 2009	Freight services, namely handling and hauling cargo by truck.	Con-Way Truckload Inc.	KATHERINE M. DIMOCK (GOWLING WLG (Canada) LLP) 1 FIRST CANADIAN PLACE 100 KING STREET WEST, SUITE 1600 TORONTO ONTARIO M5X 1G5
USA	1888886		April 12, 1993	2005/06/24		CON-WAY INC. ****	Julie E. Reitz
USA	2050370	CONTRACT FREIGHTERS, INC	September 18, 1995	2007/05/26		CON-WAY INC. ****	Julie E. Reitz

TRADEMARK

REEL: 006912 FRAME: 0079

Schedule 3.13(c)
Intellectual Property Rights

NONE.

Schedule 3.13(d)
Intellectual Property Exceptions

NONE.