

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Parcel Service of America		04/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UPS Ground Freight, Inc.		
Street Address:	8801 Trans-Canada Highway, Suite 500		
City:	Saint-Laurent, Quebec		
State/Country:	CANADA		
Postal Code:	H4S 1Z6		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0933023	OVERNITE TRANSPORTATION CO.	
CORRESPONDENCE DATA			
Fax Number:	3124740448		
<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:	312-474-6300		
Email:	cnoble@marshallip.com		
Correspondent Name:	Marshall, Gerstein & Borun LLP		
Address Line 1:	233 South Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	32749/60008		
NAME OF SUBMITTER:	Richard M. LaBarge		
SIGNATURE:	/rmlabarge/		
DATE SIGNED:	06/07/2021		
Total Attachments: 5			
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EXECUTION VERSION

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT is made effective as of April 30, 2021 by and between United Parcel Service of America, Inc., a Delaware corporation (“Assignor”), and UPS Ground Freight, Inc., a Virginia corporation (the “Company”).

RECITALS

WHEREAS, Assignor owns the sole and exclusive right, title and interest in the trademarks listed on the attached Exhibit A (the “Assigned Marks”); and

WHEREAS, Assignor desires to assign to the Company its entire right, title, and interest in and to the Assigned Marks.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and sets over to the Company, and its lawful successors and assigns, Assignor’s entire right, title, and interest in and to (a) the Assigned Marks, (b) all goodwill symbolized by and associated with the business conducted under such Assigned Marks, (c) all registrations and applications (including intent-to-use applications) for the Assigned Marks together with the business or portion thereof to which the Assigned Marks apply, which business is ongoing and existing, (d) all income, royalties, damages and payments in respect of the Assigned Marks, and (e) all rights to sue and recover for any past, present or future infringements, dilution, damage, profits or injury (and including the right to take over and continue any and all existing suits) to the Assigned Marks.
2. Authorizations. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record the Company as the assignee and owner of the Assigned Marks, and all applications and registrations thereof, and to issue all corresponding registrations to the Company, its successors, legal representatives and assigns, in accordance with the terms of this instrument.
3. Power of Attorney.
 - (a) Assignor hereby constitutes and appoints the Company, with full power of substitution, as its true and lawful agent and attorney-in-fact, with full power and authority in its name, place and stead, to execute, swear to, acknowledge, deliver, file and record in the appropriate public offices: (A) this Trademark Assignment Agreement, all certificates and other instruments and all amendments thereof; and (B)

all instruments which the parties deems necessary or appropriate to reflect any amendment, change, modification or restatement of this Agreement approved in accordance with its terms.

(b) The foregoing power of attorney is irrevocable and coupled with an interest, and shall survive the death, disability, incapacity, dissolution, bankruptcy, insolvency or termination of each party hereto.

4. Assignor hereby agrees, without further consideration, to execute all papers and to perform such other proper acts as the Company or its successors or assigns may deem reasonably necessary to secure for the Company or to its successors or assigns, or to evidence the rights, hereby transferred.
5. The designation of the Company as the recipient of the Assigned Marks shall not relieve TForce Holdings Inc., a Canadian corporation ("Buyer"), of any of its obligations or liabilities under the Purchase Agreement, dated as of January 24, 2021, by and among Assignor, United Parcel Service Inc., a Delaware corporation, Buyer and TFI International Inc., a Canadian corporation.
6. Assignor hereby agrees that this Trademark Assignment Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.
7. Assignor hereby agrees, without further consideration, that any breach of any provision of this Trademark Assignment Agreement shall not constitute a waiver of other obligations hereunder, nor shall it be considered as a future or continuing waiver of the same provision of this Trademark Assignment Agreement.
8. This Trademark Assignment Agreement may be executed in one or more counterparts, or by facsimile or PDF attached by an email, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Trademark Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment Agreement to be executed and delivered to be effective as of the date first written above.

United Parcel Service of America, Inc.

By: 

Name: RYAN SWIPT

Title: ASSISTANT SECRETARY

UPS Ground Freight, Inc.

By: _____

Name: Paul Hoelting

Title: Vice President

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment Agreement to be executed and delivered to be effective as of the date first written above.

United Parcel Service of America, Inc.

By: _____
Name:
Title:

UPS Ground Freight, Inc.

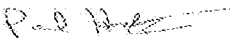

By:  _____
Name: Paul Hoelting
Title: Vice President

Exhibit A

Country	Mark Name	Status	Reg. Number	Reg. Date	Class(es)	Expiration Date (if not renewed)
Canada	OVERNITE	Registered	TMA708292	2/26/2008	35, 39, 40 (unofficial)	Feb. 26, 2023
Canada		Registered	TMA704796	1/16/2008	35, 39, 40 (unofficial)	Jan. 16, 2023
United States of America	OVERNITE	Registered	1626331	12/4/1990	39	June 4, 2021
United States of America	OVERNITE TRANSPORTATION CO.	Registered	933023	4/25/1972	39	Oct. 25, 2022