

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS - 5923/0287		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC., as Agent		04/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	XPO Intermodal, Inc. (fka Pacer International, Inc.)		
Street Address:	Five American Lane		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06831		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2969185	P	
Registration Number:	2904240	PACER	
Registration Number:	2904241	PACER INTERNATIONAL	
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:	2024547625		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Julia Birgen		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	165822-3		
NAME OF SUBMITTER:	Christian Craft		
SIGNATURE:	/Christian Craft/		
DATE SIGNED:	04/29/2022		

OP \$90.00 2969185

Total Attachments: 3

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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Partial Release of Security Interest in Trademarks (this “Partial Release”) is made as of April 28, 2022, 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”) to XPO Intermodal, Inc. (formerly known as Pacer International, Inc.) (the “Grantor”).

WHEREAS, pursuant to the Senior Secured Term Loan Credit Agreement, dated as of October 30, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among XPO Logistics, Inc., a Delaware corporation, 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 Security Agreement dated as of October 30, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), a security interest (the “Security Interest”) was granted by the Grantor to the Agent in certain collateral, including the Trademark Collateral (as defined in the Trademark Security Agreement) belonging to the Grantor (the “Specified Trademark Collateral”) including, without limitation, all of the Grantor’s 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 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) and recorded with the United States Patent and Trademark Office on November 16, 2016 at Reel/Frame No. 005923/0287, between, among others, the Grantor and the Agent, the Grantor 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

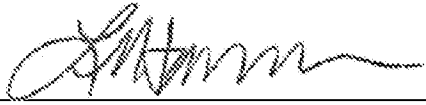
WHEREAS, the Agent now desires to irrevocably terminate and release the entirety of its Security Interest in and lien on the Specified Trademark Collateral.

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

1. **Definitions.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
2. **Release of Security Interest.** The Agent hereby irrevocably terminates the Trademark Security Agreement (solely with respect to the Grantor) and hereby irrevocably 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 Specified Trademark Collateral, then the Agent hereby assigns, transfers, conveys and delivers such right, title or interest to the Grantor.
3. **Further Assurances.** The Agent shall take all further actions, and provide to the Grantor 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 Grantor to more fully and effectively effectuate the purposes of this Partial Release, in each case at the Grantor’s sole expense.
4. **Governing Law.** This Partial 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 Partial 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: Lisa Hanson
Title: Authorized Signatory

SCHEDULE I

to

PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

OWNER	COUNTRY	MARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE	STATUS	DESCRIPTION/CLASS
XPO Intermodal, Inc.	USA	P (and design) 	2969185	19-Jul-2005	76506482	14-Apr-2003	Registered	39-Transportation of freight by train, boat, air and truck.
XPO Intermodal, Inc.	USA	PACER	2904240	23-Nov-2004	76506481	14-Apr-2003	Registered	39-Transportation of freight by train, boat, air and truck.
XPO Intermodal, Inc.	USA	PACER INTERNATIONAL	2904241	23-Nov-2004	76506483	14-Apr-2003	Registered	39-Transportation of freight by train, boat, air and truck.