

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM724983

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS - 5923/0497		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MORGAN STANLEY SENIOR FUNDING, INC., as Agent		04/28/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	XPO Intermodal, Inc. (fka Pacer International, Inc.)		
<b>Street Address:</b>	Five American Lane		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06831		
<b>Entity Type:</b>	Corporation: TENNESSEE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2969185	P	
<b>Registration Number:</b>	2904240	PACER	
<b>Registration Number:</b>	2904241	PACER INTERNATIONAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2024547625		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Julia Birgen		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1658422-2		
<b>NAME OF SUBMITTER:</b>	Christian Craft		
<b>SIGNATURE:</b>	/Christian Craft/		
<b>DATE SIGNED:</b>	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 Second Amended and Restated Revolving 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 (“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, restated, 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 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. 005923/0497, 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 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 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 Grantors.

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.