

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2584643

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
3PD, INC	10/18/2013
RECEIVING PARTY DATA	
Name:	MORGAN STANLEY SENIOR FUNDING, INC.
Street Address:	41 ST FLOOR
Internal Address:	1 NEW YORK PLAZA
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10004
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	12722455
Application Number:	13245854
Application Number:	12722463
Application Number:	13245858
Application Number:	12722474
Application Number:	13245859
Application Number:	12959900
Application Number:	13246494
CORRESPONDENCE DATA	
Fax Number:	
Email:	michael.barys@thomsonreuters.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	TERRENCE G. BOYLE
Address Line 1:	C/O PAUL HASTINGS, LLP
Address Line 2:	75 EAST 55TH STREET

502539225

PATENT
 REEL: 031447 FRAME: 0879

OP \$320.00 12722455

Address Line 4: NEW YORK, NEW YORK 10022

NAME OF SUBMITTER:	TERRENCE G. BOYLE
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Signature:	/Michael Barys TR/
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Date:	10/21/2013
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Total Attachments: 7

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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

3PD, Inc

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) October 18, 2013

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Morgan Stanley Senior Funding, Inc.

Internal Address: 41st Floor

Street Address: 1 New York Plaza

City: New York

State: New York

Country: USA Zip: 10004

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See attached Schedule I

See attached Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Terrence G. Boyle

Internal Address: c/o Paul Hastings LLP

Street Address: 75 East 55th Street

City: New York

State: New York Zip: 10022

Phone Number: 212-318-6518

Docket Number: _____

Email Address: terrenceboyle@paulhastings.com

6. Total number of applications and patents involved: _____

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 8

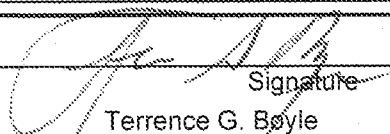
- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
Terrence G. Boyle

October 18, 2013

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Patent Security Agreement

Patent Security Agreement, dated as of October 18, 2013, by 3PD, INC., a Georgia Corporation located at Five Greenwich Office Park, Greenwich, CT 06831, ("**Pledgor**"), in favor of MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "**Administrative Agent**").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favor of the Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Revolving Loan Credit Agreement, dated as of October 18, 2013 (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**"), and certain of Parent Borrower's wholly-owned domestic subsidiaries signatory thereto, as borrowers (collectively, referred to therein as the "**U.S. Borrowers**" and each, individually, as a "**U.S. Borrower**"), XPO Logistics Canada Inc., an Ontario corporation (the "**XPO Canada**"), certain of XPO Canada's wholly-owned Canadian subsidiaries signatory thereto, as borrowers (collectively, referred to therein as the "**Canadian Borrowers**" and each, individually, as a "**Canadian Borrower**" and together with the U.S. Borrowers, collectively, referred to therein as the "**Borrowers**" and each, individually, as a "**Borrower**"), the other credit parties signatory thereto, Morgan Stanley Senior Funding, Inc., as administrative agent for the Lenders and the lenders from time to time party thereto (the "**Lenders**"), the Pledgor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As collateral security for the payment and performance in full of all the Obligations, Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Parties a Lien on all of the right, title and interest of such Pledgor in, to and under the following Collateral, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, and, in each case, excluding any Excluded Property, the "**Patent Collateral**"):

(a) all letters patent of the United States or of any other country, all issuances and recordings thereof, and all applications for letters patent of the United States or of any other country, including issuances, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state, or any other country, including those set forth on SCHEDULE I to this Patent Security Agreement, (b) all reissues, divisions, continuations, renewals, continuations-in-part or extensions thereof and amendments thereto, together with any and all (i) rights and

privileges arising under applicable law with respect to such (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable to Pledgor thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world, and (v) rights to sue for past, present or future infringements thereof.

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted concurrently and in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of any executed counterpart of a signature page of this Patent Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

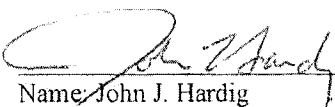
SECTION 5. Governing Law. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN ANY SUCH OTHER LOAN DOCUMENTS) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

3PD, INC.


By: 
Name: John J. Hardig
Title: Treasurer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 031447 FRAME: 0884

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Agent

By: 
Name: Lisa Hanson
Title: Authorized Signatory

[Signature Page to the Patent Security Agreement]

PATENT
REEL: 031447 FRAME: 0885

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

3PD, Inc. Patents

<u>Serial Number</u>	<u>Country</u>	<u>Title</u>	<u>Brief Description</u>	<u>Status</u>
12/722,455	USA	Triggering and Conducting an Automated Survey	Describes the method used to trigger an automated service based on the completion of a service event.	Pending
13/245,854	USA	Triggering and Conducting an Automated Survey	Describes the method used to trigger an automated service based on the completion of a service event.	Pending
12/722,463	USA	Analyzing Survey Results	Describes the method used to analyze the results of an automated survey and potentially trigger follow up events	Pending
13/245,858	USA	Analyzing Survey Results	Describes the method used to analyze the results of an automated survey and potentially trigger follow up events	Pending
12/722,474	USA	Performing Follow-Up Actions Based on Survey Results	Describes the method used to follow up with service recipients based on the results of a survey.	Pending

13/245,859	USA	Performing Follow-Up Actions Based on Survey Results	Describes the method used to follow up with service recipients based on the results of a survey.	Pending
12/959,900	USA	Service Call-Ahead System and Method	Describes a method to trigger a service notification, such as an automated phone call, when a servicer is approximately 30 minutes away.	Pending
13/246,494	USA	Service Call-Ahead System and Method	Describes a method to trigger a service notification, such as an automated phone call, when a servicer is approximately 30 minutes away.	Pending
2696345	Canada	Automated Survey System	Systems and methods for initiating and conducting an automated survey.	Pending
2723506	Canada	Service Call-Ahead System and Method	Systems and methods for managing service orders.	Pending