

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, National Association		02/13/2014	National Banking Association:
RECEIVING PARTY DATA			
Name:	USF Bestway Inc.		
Street Address:	10990 Roe Avenue		
City:	Overland Park		
State/Country:	KANSAS		
Postal Code:	66211		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2298014	USF BESTWAY	
Registration Number:	2351362	USF BESTWAY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	jen.rezac@nortonrosefulbright.com		
Correspondent Name:	Patrick J. Gallagher		
Address Line 1:	98 San Jacinto Boulevard		
Address Line 2:	Suite 1100		
Address Line 4:	Austin, TEXAS 78701-4255		
ATTORNEY DOCKET NUMBER:	11400814 USF BESTWAY JPM		
NAME OF SUBMITTER:	Patrick J. Gallagher		
Signature:	/patrick.j.gallagher/		

OP \$65.00 2298014

Date:

02/19/2014

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF CONFIRMATORY GRANT OF SECURITY  
INTEREST IN UNITED STATES TRADEMARKS**

**THIS TERMINATION AND RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS** (this "Release") is dated as of February 13, 2014 (the "Effective Date"), and made by JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, in its capacity as collateral trustee under the Credit Agreement (as defined below) (together with its successors and assigns in such capacity, the "Collateral Trustee"), to and in favor of USF BESTWAY INC., an Arizona corporation ("Grantor").

**WHEREAS**, YRC Worldwide Inc. (the "Company"), the Grantor and certain of Company's subsidiaries entered into that certain Credit Agreement, dated as of August 17, 2007 (as amended, amended and restated, supplemented, or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"), with the Collateral Trustee, and each other Person (as defined therein) that becomes a party thereto pursuant to the terms thereof;

**WHEREAS**, Grantor along with certain other Subsidiaries of the Company guaranteed the repayment of the Secured Obligations pursuant to a Subsidiary Guarantee Agreement dated as of August 17, 2007 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee").

**WHEREAS**, Company, Grantor and certain of Company's subsidiaries entered into a Pledge and Security Agreement dated as of August 6, 2008 (as amended, amended and restated, supplemented, or otherwise modified from time to time prior to the date hereof, the "Security Agreement");

**WHEREAS**, pursuant to the Credit Agreement and the Security Agreement, Grantor entered into that certain Confirmatory Grant of Security Interest in United States Trademarks, dated as of December 10, 2008 (the "Confirmatory Grant"), whereby Grantor granted and/or reaffirmed to the Collateral Trustee a security interest in (i) all of Grantor's right, title and interest in and to the Trademarks then owned or from time to time after the date thereof owned or acquired by Grantor, together with (2) all proceeds of the Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date thereof for infringement of the Trademarks or unfair competition regarding the same, including, without limitation, those items set forth on Schedule I hereto (collectively, the "Interests");

**WHEREAS**, the Confirmatory Grant was recorded with the United States Patent and Trademark Office on March 9, 2009, at Reel 003948, Frame 0848;

**WHEREAS**, Collateral Trustee now desires to release any and all interest it has against or in the Interests pursuant to the Confirmatory Grant, the Security Agreement, the Guarantee, and/or the Credit Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Trustee agrees and confirms that:

1. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement, the Guarantee, the Security Agreement or the Confirmatory Grant, as applicable.
2. The Collateral Trustee hereby terminates, cancels, discharges, extinguishes, relinquishes and releases any and all liens on and/or security interests in or against the Trademarks and the Interests.
3. The Collateral Trustee agrees to execute, acknowledge, procure and deliver to Grantor any and all further documents or instruments and do any and all further acts which the Grantor (or their respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and Grantors' (or their assignees') right, title and interest in and to the Trademarks and/or the Interests.
4. The Collateral Trustee hereby authorizes the Grantor, or the Grantor's authorized representatives to (a) record this release with any applicable governmental office or agency and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Trustee in the Trademarks and the Interests.

[Signature Page to Follow]

**IN WITNESS WHEREOF**, Collateral Trustee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Collateral Trustee

By:   
Name: Douglas A. Kravitz  
Title: Vice President

Termination and Release of Confirmatory Grant of Security Interest in United States Trademarks  
USF Bestway Inc.

**TRADEMARK**  
**REEL: 005219 FRAME: 0380**

**SCHEDULE I**

<b>GRANTOR = USF BESTWAY INC.</b>				
<b>Mark</b>	<b>Country</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Status – Appl. Pending/Registered</b>
<b>USF BESTWAY</b>	<b>U.S.</b>	<b>75/561,125</b>	<b>2,298,014</b>	<b>Canceled</b>
<b>USF BESTWAY &amp; Design</b>	<b>U.S.</b>	<b>75/562,934</b>	<b>2,351,362</b>	<b>Canceled</b>