

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300073

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pacer International, Inc		04/01/2014	CORPORATION: TENNESSEE
Ocean World Lines, Inc.		04/01/2014	CORPORATION: DELAWARE
RF International, Ltd.		04/01/2014	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Agent
Street Address:	1 New York Plaza, 41st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3179323	PACER STACKTRAIN
Registration Number:	2904241	PACER INTERNATIONAL
Registration Number:	2904240	PACER
Registration Number:	2969185	P
Registration Number:	3277838	PACERDIRECT
Registration Number:	3285361	P PACER
Registration Number:	3619182	MAKING YOUR WORLD RUN SMOOTHER
Registration Number:	3619184	P
Registration Number:	3619185	P PACER MAKING YOUR WORLD RUN SMOOTHER
Registration Number:	3803149	OWL360°
Registration Number:	3930925	RFI360°
Registration Number:	3961823	SMOOTHER MOVES CALCULATOR
Registration Number:	3347942	POWERED BY PACER STACKTRAIN
Registration Number:	3282280	COMMITMENT. START TO FINISH
Registration Number:	2115240	
Registration Number:	2219265	RF INTERNATIONAL
Registration Number:	2219266	RFI

OP \$440.00 3179323

CORRESPONDENCE DATA**Fax Number:**

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: marina.kelly@thomsonreuters.com**Correspondent Name:** Terrence G. Boyle**Address Line 1:** 75 East 55th Street**Address Line 2:** c/o Paul Hastings LLP**Address Line 4:** New York, NEW YORK 10022

NAME OF SUBMITTER:	Terrence G. Boyle
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SIGNATURE:	/Marina Kelly, Thomson Reuters /
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DATE SIGNED:	04/02/2014
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Total Attachments: 8

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Trademark Security Agreement

Trademark Security Agreement, dated as of April 1, 2014, by Pacer International, Inc., RF International, Ltd., and Ocean World Lines, Inc. (each individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as Agent pursuant to the Credit Agreement (as defined below) (in such capacity, the “Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to an Amended and Restated 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 Pledgors are required to execute and deliver this Trademark 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 Amended and Restated Revolving Loan Credit Agreement, dated as of April 1, 2014 (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”), certain of Parent Borrower’s wholly-owned domestic and Canadian subsidiaries signatory thereto, as borrowers, the other credit parties signatory thereto, the Agent and the lenders from time to time party thereto, the Pledgors hereby agree 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 Trademark Collateral. As collateral security for the payment and performance in full of all the Obligations, each 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, whether now existing or hereafter arising or acquired from time to time (collectively, and, in each case, excluding any Excluded Property, the “Trademark Collateral”):

(a) (A) all trademarks, trade names, domain names, corporate names, business names, trade dress, service marks, logos, other source or business identifiers, all Registrations and recordings thereof; and all applications in connection therewith, including Registrations, 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 territory thereof, or any other country or any political subdivision thereof, including those set forth on Schedule T to this Agreement; (B) all renewals thereof; and (C) all Goodwill associated with any of the foregoing, together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's ownership or use of any trademarks, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable to Pledgor thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringement thereof.

(b) all Goodwill associated with such Trademarks; and

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

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark 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 Trademark 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 Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark 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.

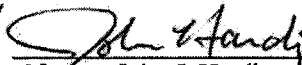
[signature page follows]

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

PLEDGORS:

**OCEAN WORLD LINES, INC.
PACER INTERNATIONAL, INC.
RF INTERNATIONAL, LTD.**

By



Name: John J. Hardig

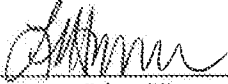
Title: Assistant Treasurer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

**MORGAN STANLEY SENIOR FUNDING,
INC., as Agent**

By



Name: Lisa Hanson

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005249 FRAME: 0969**

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

TRADEMARKS

Pacer International, Inc.

Registered Owner	Trademark	Country	Registration No.	Registration Date	Class
Pacer International, Inc.	PACER STACKTRAIN	USA	3179323	05-Dec-2006	35, 39
Pacer International, Inc.	Pacer International, Inc.	USA	2904241	23-Nov-2004	39
Pacer International, Inc.	PACER	USA	2904240	23-Nov-2004	39
Pacer International, Inc.	P (word and design)	USA	2969185	19-Jul-2005	Multiclass
Pacer International, Inc.	PacerDirect	USA	3277838	07-Aug-2007	Multiclass
Pacer International, Inc.	P Pacer (stylized and/or with design)	USA	3285361	28-Aug-2007	35, 39
Pacer International, Inc.	MAKING YOUR WORLD RUN SMOOTHER	USA	3619182	12-May-2009	35, 39
Pacer International, Inc.	P (stylized and/or with design)	USA	3619184	12-May-2009	35, 39
Pacer International, Inc.	P PACER MAKING YOUR WORLD RUN SMOOTHER (stylized and/or with design)	USA	3619185	12-May-2009	35, 39
Pacer International, Inc.	OWL360	USA	3803149	15-Jun-2010	35
Pacer International, Inc.	RFI 360	USA	3930925	15-Mar-2011	42
Pacer International, Inc.	SMOOTHER MOVES CALCULATOR	USA	3961823	17-May-2001	35, 39
Pacer International, Inc.	Powered by Pacer Stacktrain	USA	3347942	4-Dec-2007	35, 39
Pacer International, Inc.	Commitment. Start to Finish.	USA	3282280	21-Aug-2007	35, 39

Ocean World Lines, Inc.

Registered Owner	Trademark	Country	Registration No.	Registration Date	Class
Ocean World Lines, Inc.	OWL DESIGN	USA	2115240	25-Nov-1997	39

RF International, Ltd.

Registered Owner	Trademark	Country	Registration No.	Registration Date	Class
RF International, Ltd..	RF INTERNATION AL	USA	2219265	19-Jan-1999	39
RF International, Ltd..	RFI	USA	2219266	19-Jan-1999	39