

**United States
Securities and Exchange Commission
Washington, DC 20549**

**Schedule 13D
(Rule 13d-101)**

**Information to be Included in Statements Filed Pursuant to § 240.13d-1(A) and Amendments
Thereeto Filed Pursuant to § 240.13d-2(a)
(Amendment No. 4)***

YRC Worldwide Inc.
(Name of Issuer)

Common Stock
(Title of Class of Securities)

984249607
(CUSIP Number)

**The Carlyle Group
Attention: Jeffrey W. Ferguson
1001 Pennsylvania Avenue NW
Suite 220 South
Washington, DC 20004
(202) 347-2626**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

January 27, 2014
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

Explanatory Note

This Amendment No. 4 to Schedule 13D (“Amendment No. 4”) amends the Schedule 13D filed with the Securities and Exchange Commission on December 9, 2011 (as amended and supplemented to date, the “Schedule 13D”), relating to the common stock, \$0.01 par value (the “Common Stock”) of YRC Worldwide Inc. (the “Issuer”).

Item 4. Purpose of the Transaction.

Item 4 is hereby amended and supplemented by the following:

Item 6 below summarizes certain provisions of Amendment No. 1 to the Exchange Agreement (the “Exchange Agreement Amendment”) and Amendment No. 1 to the Stock Purchase Agreement (the “Stock Purchase Agreement Amendment” and, together with the Exchange Agreement Amendment, the “Amendments”) and is incorporated herein by reference. A copy of the each of these agreements is attached as an exhibit to this Schedule 13D, and each is incorporated herein by reference.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 is hereby amended and supplemented by the following:

On January 27, 2014, Carlyle Strategic Partners II, L.P. (“CSP II”) and CSP II Coinvestment, L.P. (“CSP II Coinvest”) entered into the Exchange Agreement Amendment with the Issuer, and CSP III AIV (Cayman), L.P. (“CSP III”), an affiliate of the Reporting Persons, entered into the Stock Purchase Agreement Amendment with the Issuer.

Pursuant to each of the Amendments, CSP II, CSP II Coinvest and CSP III agreed that each of their respective obligations to consummate the transactions contemplated by the Exchange Agreement and the Stock Purchase Agreement, in each case as described in Amendment No. 3, would be subject to, among other things, the satisfaction of the conditions precedent to the effectiveness of the new proposed extension agreement between Issuer and the Teamsters National Freight Industry Negotiating Committee of the International Brotherhood of Teamsters (“TNFINC”), as approved for presentation by TNFINC on January 17, 2014, rather than the satisfaction of the conditions precedent to the proposed extension agreement between the Issuer and TNFINC, as presented to TNFINC on December 6, 2013.

The foregoing descriptions of the Amendments do not purport to be complete and are qualified in their entirety by reference to the full text of such agreements filed as exhibits to this Schedule 13D, and incorporated herein by reference.

Except as set forth herein, none of the Reporting Persons or Related Persons has any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including but not limited to any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder’s fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

Item 7. Material to be Filed as Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
1	Joint Filing Agreement (incorporated by reference to exhibit 1 to Schedule 13D, filed on December 9, 2011).
5	Amendment No. 1 to the Exchange Agreement dated as of December 22, 2013, by and among YRC Worldwide Inc. and each of Carlyle Strategic Partners II, L.P. and CSP II Coinvestment, L.P., dated January 27, 2014.
6	Amendment No. 1 to the Stock Purchase Agreement dated as of December 23, 2013, by and among YRC Worldwide Inc. and CSP III AIV (Cayman), L.P., dated January 27, 2014

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: January 28, 2014

CARLYLE GROUP MANAGEMENT L.L.C.

By: /s/ R. Rainey Hoffman, attorney-in-fact

Name: Daniel D'Aniello

Title: Chairman

THE CARLYLE GROUP L.P.

By: Carlyle Group Management L.L.C., its general partner

By: /s/ R. Rainey Hoffman, attorney-in-fact

Name: Daniel D'Aniello

Title: Chairman

CARLYLE HOLDINGS I GP INC.

by: /s/ R. Rainey Hoffman, attorney in fact

Name: Daniel A. D'Aniello

Title: Chairman

CARLYLE HOLDINGS I GP SUB L.L.C.

by: Carlyle Holdings I GP Inc., its managing member

by: /s/ R. Rainey Hoffman, attorney in fact

Name: Daniel A. D'Aniello

Title: Chairman

CARLYLE HOLDINGS I L.P.

by: Carlyle Holdings I GP Sub L.L.C., its general partner

by: Carlyle Holdings I GP Inc., its managing member

by: /s/ R. Rainey Hoffman, attorney in fact

Name: Daniel A. D'Aniello

Title: Chairman

TC GROUP, L.L.C.

by: Carlyle Holdings I L.P., its managing member
by: Carlyle Holdings I GP Sub L.L.C., its general partner
by: Carlyle Holdings I GP Inc., its managing member

by: /s/ R. Rainey Hoffman, attorney in fact

Name: Daniel A. D'Aniello

Title: Chairman

TC GROUP SUB L.P.

by: TC Group, L.L.C., its general partner
by: Carlyle Holdings I L.P., its managing member
by: Carlyle Holdings I GP Sub L.L.C., its general partner
by: Carlyle Holdings I GP Inc., its managing member

by: /s/ R. Rainey Hoffman, attorney in fact

Name: Daniel A. D'Aniello

Title: Chairman

TC Group CSP II, L.L.C.

by: TC Group Sub L.P., its managing member
by: TC Group, L.L.C., its general partner
by: Carlyle Holdings I L.P., its managing member
by: Carlyle Holdings I GP Sub L.L.C., its general partner
by: Carlyle Holdings I GP Inc., its managing member

by: /s/ R. Rainey Hoffman, attorney in fact

Name: Daniel A. D'Aniello

Title: Chairman

CSP II General Partner, L.P.

by: TC Group CSP II, L.L.C., its general partner
by: TC Group Sub L.P., its managing member
by: TC Group, L.L.C., its general partner
by: Carlyle Holdings I L.P., its managing member
by: Carlyle Holdings I GP Sub L.L.C., its general partner
by: Carlyle Holdings I GP Inc., its managing member

by: /s/ R. Rainey Hoffman, attorney in fact

Name: Daniel A. D'Aniello

Title: Chairman

Carlyle Strategic Partners II, L.P.

by: CSP II General Partner, L.P., its general partner

by: TC Group CSP II, L.L.C., its general partner

by: TC Group Sub L.P., its managing member

by: TC Group, L.L.C., its general partner

by: Carlyle Holdings I L.P., its managing member

by: Carlyle Holdings I GP Sub L.L.C., its general partner

by: Carlyle Holdings I GP Inc., its managing member

by: /s/ R. Rainey Hoffman, attorney in fact

Name: Daniel A. D'Aniello

Title: Chairman

CSP II Coinvestment, L.P.

by: CSP II General Partner, L.P., its general partner

by: TC Group CSP II, L.L.C., its general partner

by: TC Group Sub L.P., its managing member

by: TC Group, L.L.C., its general partner

by: Carlyle Holdings I L.P., its managing member

by: Carlyle Holdings I GP Sub L.L.C., its general partner

by: Carlyle Holdings I GP Inc., its managing member

by: /s/ R. Rainey Hoffman, attorney in fact

Name: Daniel A. D'Aniello

Title: Chairman

AMENDMENT NO. 1 TO EXCHANGE AGREEMENT

THIS AMENDMENT NO. 1 to the Exchange Agreement (the "Exchange Agreement"), dated as of December 22, 2013, by and among YRC Worldwide Inc. (the "Company") and each entity or account listed on Appendix A thereto (a "Holder" and, solely for ease of reference, collectively, the "Holders") is made by and among the Company and the Holders listed on Appendix A hereto as of this 27th day of January, 2014 (this "Amendment"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Exchange Agreement.

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments. The Exchange Agreement is hereby modified and amended as set forth below:

Section 6(b) of the Exchange Agreement is amended to read in its entirety as follows:

"(i) the condition set forth in paragraph (a) of Section 12 of the Extension of the Agreement for the Restructuring of the YRC Worldwide Inc. Operating Companies, as approved for presentation to the "two-man committee" by the Teamsters National Freight Industry Negotiating Committee of the International Brotherhood of Teamsters (the "TNFINC") on January 17, 2014, by and among YRC Inc., USF Holland, Inc., New Penn Motor Express, Inc. and USF Reddaway and the TNFINC (the "Extension Agreement") (relating to the requirement to obtain the affirmative vote of 50% plus one of the bargaining unit employees in favor of the adoption of the Extension Agreement) shall have been satisfied, (ii) the TNFINC shall have notified the Company in writing that it is satisfied with the final terms and conditions of the provisions of the transactions contemplated in paragraphs (b) and (c) of Section 12 of the Extension Agreement and the efforts with respect to paragraph (c) of Section 12 of the Extension Agreement and (iii) there is not in effect any order, statute, rule, regulation, executive order, stay, decree, judgment or injunction by any court or governmental, regulatory or administrative agency or instrumentality preventing or seeking to prevent the effectiveness of the Extension Agreement."

2. No Other Amendments. Except as provided above, the Exchange Agreement shall remain in full force and effect, and the execution of this Amendment is not a waiver by the Company or the Holders of any of the terms or provisions of the Exchange Agreement.

3. Governing Law; Jury Trial. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AMENDMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

4. Counterparts. This Amendment may be executed in one or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a signature provided through facsimile, e-mail or other electronic transmission (including any signature contained in a .PDF or .TIF file) shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original.

5. Headings. The headings of this Amendment are for convenience of reference and shall not form part of, or affect the interpretation of, this Amendment.

6. Severability. If any provision of this Amendment shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Amendment in that jurisdiction or the validity or enforceability of any provision of this Amendment in any other jurisdiction.

7. No Strict Construction. The language used in this Amendment will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

IN WITNESS WHEREOF, the Company and each Holder has caused its respective signature page to this Amendment to be duly executed as of the date first written above.

COMPANY:

YRC WORLDWIDE INC.

By: /s/ Jamie G Pierson

Name: Jamie G Pierson

Title: Executive Vice President and
Chief Financial Officer

IN WITNESS WHEREOF, the Company and each Holder has caused its respective signature page to this Amendment to be duly executed as of the date first written above.

HOLDER:

CARLYLE STRATEGIC PARTNERS II, L.P.

By: CSP II General Partner, L.P.,
its general partner

By: TC Group CSP II, L.L.C.,
its general partner

By: /s/ Shary Moalemzadeh

Name: Shary Moalemzadeh

Title: Authorized Signatory

IN WITNESS WHEREOF, the Company and each Holder has caused its respective signature page to this Amendment to be duly executed as of the date first written above.

HOLDER:

CSP II COINVESTMENT, L.P.

By: CSP II General Partner, L.P.,
its general partner

By: TC Group CSP II, L.L.C.,
its general partner

By: /s/ Shary Moalemzadeh

Name: Shary Moalemzadeh

Title: Authorized Signatory

APPENDIX A

Holder	Address
Carlyle Strategic Partners II, L.P.	c/o The Carlyle Group 1001 Pennsylvania Avenue NW Suite 220 South Washington, DC 20004
CSP II Coinvestment, L.P.	c/o The Carlyle Group 1001 Pennsylvania Avenue NW Suite 220 South Washington, DC 20004

AMENDMENT NO. 1 TO STOCK PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 to the Stock Purchase Agreement (the “Stock Purchase Agreement”), dated as of December 22, 2013, by and among YRC Worldwide Inc. (the “Company”) and each entity or account listed on Annex I thereto (each a “Buyer,” and solely for ease of reference, collectively, the “Buyers”) is made by and among the Company and the Buyers listed on Annex I hereto as of this 27th day of January, 2014 (this “Amendment”). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Stock Purchase Agreement.

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments. The Stock Purchase Agreement is hereby modified and amended as set forth below:

Section 6(b) of the Stock Purchase Agreement is amended to read in its entirety as follows:

“(i) the condition set forth in paragraph (a) of Section 12 of the Extension of the Agreement for the Restructuring of the YRC Worldwide Inc. Operating Companies, as approved for presentation to the “two-man committee” by the Teamsters National Freight Industry Negotiating Committee of the International Brotherhood of Teamsters (the “TNFINC”) on January 17, 2014, by and among YRC Inc., USF Holland, Inc., New Penn Motor Express, Inc. and USF Reddaway and the TNFINC (the “Extension Agreement”) (relating to the requirement to obtain the affirmative vote of 50% plus one of the bargaining unit employees in favor of the adoption of the Extension Agreement) shall have been satisfied, (ii) the TNFINC shall have notified the Company in writing that it is satisfied with the final terms and conditions of the provisions of the transactions contemplated in paragraphs (b) and (c) of Section 12 of the Extension Agreement and the efforts with respect to paragraph (c) of Section 12 of the Extension Agreement and (iii) there is not in effect any order, statute, rule, regulation, executive order, stay, decree, judgment or injunction by any court or governmental, regulatory or administrative agency or instrumentality preventing or seeking to prevent the effectiveness of the Extension Agreement.”

2. No Other Amendments. Except as provided above, the Stock Purchase Agreement shall remain in full force and effect, and the execution of this Amendment is not a waiver by the Company or the Buyers of any of the terms or provisions of the Stock Purchase Agreement.

3. Governing Law; Jurisdiction; Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Amendment shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would

cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Amendment and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AMENDMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

4. Counterparts. This Amendment may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile signature.

5. Headings. The headings of this Amendment are for convenience of reference and shall not form part of, or affect the interpretation of, this Amendment.

6. Severability. If any provision of this Amendment is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Amendment so long as this Amendment as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

7. No Strict Construction. The language used in this Amendment will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

IN WITNESS WHEREOF, the Company and each Buyer has caused its respective signature page to this Amendment to be duly executed as of the date first written above.

COMPANY:

YRC WORLDWIDE INC.

By: /s/ Jamie G Pierson

Name: Jamie G Pierson

Title: Executive Vice President and
Chief Financial Officer

IN WITNESS WHEREOF, the Company and each Buyer has caused its respective signature page to this Amendment to be duly executed as of the date first written above.

BUYER:

CSP III AIV (CAYMAN), L.P.

By: CSP III AIV General Partner (Cayman), L.P.,
its general partner

By: CSP III AIV GP (Cayman), Ltd.,
its general partner

By: /s/ Shary Moalemzadeh

Name: Shary Moalemzadeh

Title: Authorized Signatory

ANNEX I

Name of Buyer

CSP III AIV (Cayman), L.P.

Address and Facsimile Number

c/o The Carlyle Group
1001 Pennsylvania Avenue NW
Suite 220 South
Washington, DC 20004