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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

U.S. Patent & TMO/TM Mail Rcpt Dt. #22



101972224

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Dynamex Inc.

1-28-02

- Individual(s)
- General Partnership
- Corporation - State of Delaware
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):

Name: Bank of America, National Association

Internal Address: _____

Street Address: 901 Main Street, 6th Floor

City: Dallas State Texas ZIP: 75202

- Individual(s) citizenship
- Association National Banking Association
- General Partnership
- Limited Partnership
- Corporation- _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:

- Yes No
- (Designation must be a separate document from Assignment)
- Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: November 9, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/076,396

B. Trademark registration No.(s)

1,995,091
2,106,226
2,106,227
2,263,877

Additional numbers attached? Yes No

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

Name: Andre M. Szuwalski
Jenkins & Gilchrist, P.C.
Internal Address: _____

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 140.00

- Enclosed \$140.00
- Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: _____

10-0447
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Andre M. Szuwalski
Name of Person Signing

Signature

1/18/02

Date

Total number of pages comprising cover sheet: 1

02/04/2002 GT0N11 00000120 76076396

01 FC:481 40.00 OP
02 FC:482 100.00 OP

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TRADEMARK
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

(Dynamex Inc.)

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("Agreement") is between DYNAMEX INC., a Delaware corporation ("Debtor"), and BANK OF AMERICA, NATIONAL ASSOCIATION ("Secured Party"), acting in its capacity as Administrative Agent pursuant to certain Third Amended and Restated Credit Agreement dated as of November 9, 2001 (as the same may be amended, modified, supplemented, renewed, extended, restated or replaced from time to time, the "Credit Agreement") among Debtor, certain subsidiaries of Debtor, Secured Party and each of the Lenders party thereto.

R E C I T A L S:

A. Debtor and Secured Party are parties to that certain Trademark and Security Agreement dated as of August 26, 1997 (the "Original Trademark Agreement") and that certain Amended and Restated Security Agreement dated as of August 26, 1997.

B. The Debtor and the Secured Party have entered into that certain Amended and Restated Pledge and Security Agreement, dated as of November 9, 2001 (as the same may be amended, modified, supplemented, renewed, extended, restated or replaced from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

C. Pursuant to the terms of the Security Agreement, the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement). In connection with the execution of the Security Agreement, the Debtor desires to amend and restate the Original Trademark Agreement in its entirety as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Secured Party a lien and continuing security interest in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.


The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests 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.

This Agreement shall constitute an amendment and restatement of, but not an extinguishment, discharge, satisfaction or novation of any indebtedness, liabilities, obligations, Liens or other encumbrances created or evidenced by or outstanding under, the Original Trademark Agreement.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 9th day of November, 2001.

DEBTOR:

DYNAMEX INC.

By: 
Ray E. Schmitz, Vice President

SECURED PARTY:

BANK OF AMERICA, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Suzanne M. Paul, Vice President

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 9th day of November, 2001.

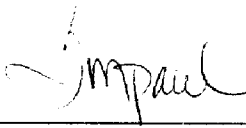
DEBTOR:

DYNAMEX INC.

By: _____
Ray E. Schmitz, Vice President

SECURED PARTY:

BANK OF AMERICA, NATIONAL ASSOCIATION,
as Administrative Agent

By:  _____
Suzanne M. Paul, Vice President

ACKNOWLEDGMENT

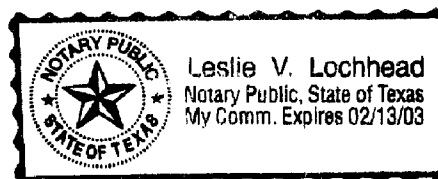
STATE OF Texas)
)
COUNTY OF Dallas)

This instrument was acknowledged before me this 14 day of November, 2001, by Ray E. Schmitz, as Vice President of Dynamex Inc., a Delaware corporation, on behalf of such corporation.

{Seal}

Leslie V. Lochhead
Notary Public in and for the State of

My commission expires: _____



STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by Suzanne M. Paul, as Vice President of Bank of America, National Association, on behalf of such corporation.

{Seal}

Notary Public in and for the State of

My commission expires: _____

ACKNOWLEDGMENT

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STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by Ray E. Schmitz, as Vice President of Dynamex Inc., a Delaware corporation, on behalf of such corporation.

{Seal}

Notary Public in and for the State of _____

My commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

This instrument was acknowledged before me this 13th day of November, 2001, by Suzanne M. Paul, as Vice President of Bank of America, National Association, on behalf of such corporation.

{Seal}

Maria Paggao
Notary Public in and for the State of Illinois

My commission expires: 2/ 1/05



Schedule 1
to
Trademark Security Agreement

FEDERAL TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
Dynamex Inc.	USA	dxNow	76/076,396	6/23/00		
Dynamex Inc.	USA	On and Gone	1,995,091			
Dynamex Inc.	USA	Dynamex	2,106,226			
Dynamex Inc.	USA	Dynamex Express	2,106,227			
Dynamex Inc.	USA	Dedicated Fleet Services	2,263,877			
Dynamex Inc.	Canada	On and Gone (Cdn)	TMA 388,112			
Dynamex Inc.	Canada	Dedicated Service (Cdn)	TMA 393,365			
Dynamex Inc.	Canada	Dynamex (Cdn)	TMA 460,793			
Dynamex Inc.	Canada	Dynamex Experss (Cdn)	TMA 463,249			
Dynamex Inc.	Canada	Dedicated Fleet Services (Cdn)	TMA 452,023			
Dynamex Inc.	Canada	N.F.O. (Cdn)	TMA 484,898			

STATE TRADEMARKS

Owner of Record	Trademark	State	Serial No.	Filing Date
None.				

TRADEMARK LICENSES

Agreement	Parties	Date of Agreement
None.		

SCHEDULE 1 TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT – Solo Page
(Dynamex Inc.)

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RECORDED: 01/28/2002

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