

3/25/04

03-31-2004

Form PTO-594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

REI



J.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

1,02709030

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

1. Name of conveying party(ies): Road Runner Transportation, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Minnesota Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Bank of America, N.A. Internal Address: Street Address: 1201 Main Street, 6th Floor City: Dallas State: TX Zip: 75202 Individual(s) citizenship Association National banking association General Partnership Limited Partnership Corporation-State Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

OFFICE OF PUBLIC RECORDS 2004 MAR 25 AM 10:17 FINANCE SECTION

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: March 2, 2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,230,875 1,880,616; 1,813,153 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Diane K. Lettelleir Internal Address: Winstead Sechrest & Minick Street Address: P.O. Box 50784 1201 Main Street City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41): \$ 90.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 23-2426

DO NOT USE THIS SPACE

9. Signature. Diane K. Lettelleir Name of Person Signing Signature Date 3/25/2004 Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

03/30/2004 NGETACHE 00000141 2230875

01 FC:8521 40.00 00 02 FC:8522 50.00 00

Express Mail Label No. EL 859423845 US

TRADEMARK REEL: 002938 FRAME: 0302

## TRADEMARK SECURITY AGREEMENT

(Road Runner Transportation, Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between ROAD RUNNER TRANSPORTATION, INC., a Minnesota corporation ("Debtor"), and BANK OF AMERICA, N.A. ("Secured Party"), acting in its capacity as Administrative Agent pursuant to certain Credit Agreement dated as of March 2, 2004 (as the same may be amended, modified, supplemented, renewed, extended, restated or replaced from time to time, the "Credit Agreement") among Dynamex Inc. (parent company of Debtor), Debtor, certain other subsidiaries of Dynamex Inc., Secured Party and each of the Lenders party thereto.

### R E C I T A L S:

A. The Debtor and the Secured Party have entered into that certain Pledge and Security Agreement, dated as of March 2, 2004 (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).

B. 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).

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.

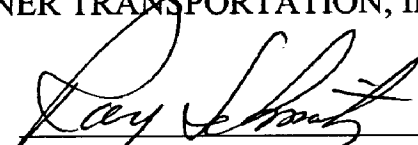
The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 2 day of March, 2004.

DEBTOR:

ROAD RUNNER TRANSPORTATION, INC.

By:

  
\_\_\_\_\_  
Ray E. Schmitz, Vice President

SECURED PARTY:

BANK OF AMERICA, N.A., as Administrative Agent

By:

\_\_\_\_\_  
Michael F. Murray, Vice President

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 2 day of March, 2004.

DEBTOR:

ROAD RUNNER TRANSPORTATION, INC.

By:

\_\_\_\_\_  
Ray E. Schmitz, Vice President

SECURED PARTY:

BANK OF AMERICA, N.A., as Administrative Agent

By:

  
\_\_\_\_\_  
Michael F. Murray, Vice President

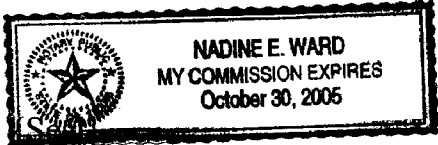
ACKNOWLEDGMENT

STATE OF TEXAS            )  
  )  
COUNTY OF DALLAS        )

This instrument was acknowledged before me this 2<sup>nd</sup> day of March, 2004, by Ray E. Schmitz, as Vice President of Road Runner Transportation, Inc., a Minnesota corporation, on behalf of such corporation.

*Nadine E. Ward*

Notary Public in and for the State of Texas



My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_        )  
  )  
COUNTY OF \_\_\_\_\_     )

This instrument was acknowledged before me this \_\_\_\_\_ day of March, 2004, by Michael F. Murray, as Vice President of Bank of America, N.A., on behalf of such corporation.

\_\_\_\_\_

Notary Public in and for the State of Illinois

{Seal}

My commission expires: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF TEXAS        )  
                                  )  
COUNTY OF DALLAS    )

This instrument was acknowledged before me this \_\_\_\_ day of March, 2004, by Ray E. Schmitz, as Vice President of Road Runner Transportation, Inc., a Minnesota corporation, on behalf of such corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

{Seal}

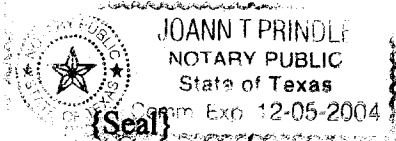
My commission expires: \_\_\_\_\_

STATE OF TEXAS        )  
                                  )  
COUNTY OF DALLAS    )

This instrument was acknowledged before me this 2<sup>nd</sup> day of March, 2004, by Michael F. Murray, as Vice President of Bank of America, N.A., on behalf of such corporation.

JoAnn T. Prindle

Notary Public in and for the State of Illinois  
Texas



{Seal}

My commission expires: 12/05/2004

Schedule 1  
to  
Trademark Security Agreement

FEDERAL TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
Road Runner Transportation, Inc.	USA	Desert Bird	2,230,875			
Road Runner Transportation, Inc.	USA	:AM EXPRESS & Design	1,880,616			
Road Runner Transportation, Inc.	USA	:AM EXPRESS & Design	1,813,153			

STATE TRADEMARKS

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

TRADEMARK LICENSES

Agreement	Parties	Date of Agreement
None.		

219504v1  
30032-1