

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transport corporation of America, Inc.		02/28/2006	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association		
Street Address:	135 South LaSalle Street		
Internal Address:	Suite 425		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Administrative Agent: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2864166	TRANSPORT AMERICA	
CORRESPONDENCE DATA			
Fax Number:	(312)782-8585		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-782-3939		
Email:	jdowdell@jonesday.com		
Correspondent Name:	Jacqueline C. Dowdell		
Address Line 1:	77 West Wacker		
Address Line 2:	Suite 3500		
Address Line 4:	Chicago, ILLINOIS 60601-1692		
ATTORNEY DOCKET NUMBER:	TRANSPORT AMERICA		
NAME OF SUBMITTER:	Jacqueline C. Dowdell		
Signature:	/Jacqueline C. Dowdell/		

CH \$40.00 2864166

Date:

03/02/2006

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2006 (this "Agreement"), is made by Transport Corporation of America, Inc., a Minnesota corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, as administrative agent (the "Administrative Agent"), for the Lenders (as such term is defined below).

RECITALS

WHEREAS, the Grantor has entered into a Credit Agreement dated as of February 28, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with certain affiliates of the Grantor, the financial institutions from time to time party thereto (collectively, the "Lenders"), the Administrative Agent, and LaSalle Bank National Association, as issuing bank ("Issuing Bank"), providing for extensions of credit and other financial accommodations to be made to the Grantor by the Administrative Agent and the Lenders;

WHEREAS, Administrative Agent and the Lenders are willing to make the extensions of credit and other financial accommodations to the Grantor as provided in the Credit Agreement, upon the condition, among others, that the Grantor shall have entered into that certain Guaranty and Collateral Agreement dated as of February 28, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantor, certain affiliates of the Company and the Administrative Agent; and

WHEREAS, pursuant to the Collateral Agreement, the Grantor is required to enter into this Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, in each case, for the ratable benefit of the Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Company Obligations:

(a) all of its rights, priorities and privileges relating to (i)(A) all trademarks, trade names, corporate names, the company names, business names, fictitious business

names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 1 attached hereto and (B) the right to obtain all renewals thereof (“Trademarks”), and (ii) each agreement, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, in the case of clauses (i) and (ii) above, whether arising under United States, multinational or foreign laws or otherwise, including those set forth on Schedule 1 attached hereto, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;


- (b) all books and records pertaining to any of the foregoing;
- (c) all Proceeds and products of any of the foregoing.

3. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Collateral Agreement and are not intended to increase the rights of the Administrative Agent or the obligations of the Grantor beyond the rights and obligations contained in the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent the terms of this Agreement and the Collateral Agreement are in conflict, the terms of the Collateral Agreement should prevail.

[Signature Page Follows]

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

TRANSPORT CORPORATION OF
AMERICA, INC.
a Minnesota corporation

By: 

Name: Keith Klein

Its: Executive Vice President and
Chief Operating Officer

ACKNOWLEDGED:

LASALLE BUSINESS CREDIT, LLC,
as Administrative Agent

By: _____

Name: _____

Title: _____

[Trademark Security Agreement]

CHI-1520629

TRADEMARK
REEL: 003257 FRAME: 0543

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

TRANSPORT CORPORATION OF
AMERICA, INC.
a Minnesota corporation

By: _____
Name: _____
Its: _____

ACKNOWLEDGED:

LASALLE BUSINESS CREDIT, LLC,
as Administrative Agent

By: Thomas J. Brennan
Name: Thomas Brennan
Title: First Vice President

[Trademark Security Agreement]

CHI-1520629

TRADEMARK
REEL: 003257 FRAME: 0544

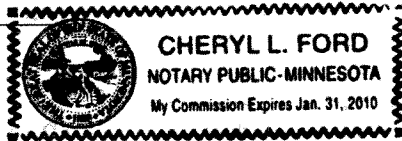
STATE OF Minnesota)
)ss.
COUNTY OF Hennepin)

On this 24th day of February 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Keith R. Klein to me personally known, who, being by me duly sworn, did say that he is the EVP & COO of **TRANSPORT CORPORATION OF AMERICA, INC.**, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Keith R. Klein as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him/her voluntarily executed.

C Cheryl L Ford
Notary Public

[NOTARIAL SEAL]

My commission expires



Schedule 1

to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
TRANSPORT AMERICA	2864166	07/20/2004

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPL. NO.</u>	<u>DATE</u>
None.		

CHI-1520629v3

RECORDED: 03/02/2006

**TRADEMARK
REEL: 003257 FRAME: 0546**