

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
KLLM, INC.		09/21/2006	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association, as Administrative Agent
Street Address:	301 South College Street, TW-18
Internal Address:	One Wachovia Center
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	NATIONAL BANKING ASSOCIATION:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2150158	KLLM TRANSPORT SERVICES
Registration Number:	1456863	KLLM
Registration Number:	3113419	VSI DIVISION OF KLLM
Registration Number:	3078115	VERNON SAWYER
Registration Number:	3040856	KLLM TRANSPORT SERVICES

CORRESPONDENCE DATA

Fax Number: (312)701-7711
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-701-7237
 Email: cdore@mayerbrownrowe.com
 Correspondent Name: Christopher Dore
 Address Line 1: 71 S. Wacker Drive
 Address Line 2: Mayer Brown Rowe & Maw LLP
 Address Line 4: Chicago, ILLINOIS 60606-4637

OP \$140.00 2150158

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	09/27/2006
Total Attachments: 8 source=P&TSecAgrm-KLLMInc#page1.tif source=P&TSecAgrm-KLLMInc#page2.tif source=P&TSecAgrm-KLLMInc#page3.tif source=P&TSecAgrm-KLLMInc#page4.tif source=P&TSecAgrm-KLLMInc#page5.tif source=P&TSecAgrm-KLLMInc#page6.tif source=P&TSecAgrm-KLLMInc#page7.tif source=P&TSecAgrm-KLLMInc#page8.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 21, 2006, by KLLM, INC., a Texas corporation (the "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "Agent").

RECITALS

A. The Grantor has entered into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantor, KLLM Transport Services, Inc., a Delaware corporation (collectively with the Grantor, the "Borrowers"), the other loan parties from time to time party thereto (collectively with the Borrower, the "Obligors"), the parties thereto from time to time as lenders (collectively, the "Lenders") and the Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the accounts of, the Borrowers.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Agent, for the ratable benefit of the Lenders, this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in substantially all of the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any

trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

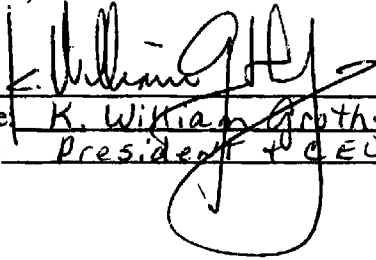
THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

(SIGNATURE PAGES FOLLOW)

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

KLLM, INC.

By: 
Name: K. William Grothe, Jr.
Title: President & CEO

40145741 06075571

*Signature Page to Patent and Trademark
Security Agreement – KLLM, Inc.*

STATE OF Miss)
) SS
COUNTY OF Rankin)

On this 21st day of September, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that R. William Grothe, Jr. is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Deborah A. Blackwell
Notary Public




40145741 06075571

*Signature Page to Patent and Trademark
Security Agreement - KLLM, Inc.*

Acknowledged:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Stephen D. metts
Title: Director

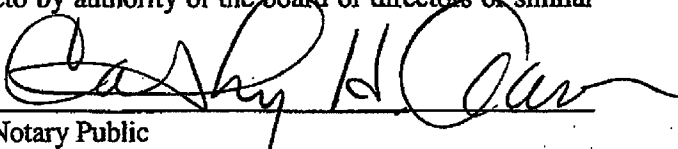
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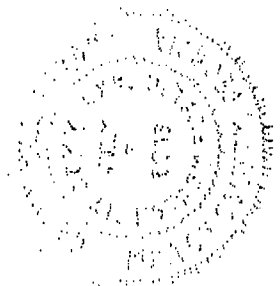
TRADEMARK
REEL: 003398 FRAME: 0263

STATE OF GEORGIA)
) SS
COUNTY OF FULTON)

On this 21 day of September, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that **STEPHEN D. METTS** is the above-indicated officer of the Agent, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Notary Public



SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
KLLM Transport Services	2150158	4/14/98	4/14/08
KLLM	1456863	9/8/87	9/8/07
VSI Division of KLLM	3113419	7/11/06	7/11/12
Vernon Sawyer	3078115	4/11/06	4/11/12
KLLM Transport Services	3040856	1/10/06	1/20/12

<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
None		

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

None