

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Xpress, Inc.		10/12/2007	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunTrust Bank, as Administrative Agent		
<b>Street Address:</b>	201 Fourth Avenue North		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37219		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2035469	SOUTHWEST MOTOR FREIGHT	
<b>Serial Number:</b>	77149767	XPRESS TRADESHOW SERVICES A DIVISION OF U.S. XPRESS ENTERPRISES, INC.	
<b>Serial Number:</b>	77280831	XPRESS DIRECT A DIVISION OF U.S. XPRESS ENTERPRISES, INC. WHEN IT'S MISSION CRITICAL, IT'S MISSION POSSIBLE!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)572-2533		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-572-2533		
<b>Email:</b>	jbalcita@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding LLP		
<b>Address Line 1:</b>	Jeffrey P. Balcita		
<b>Address Line 2:</b>	1180 Peachtree Street		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30303		
<b>ATTORNEY DOCKET NUMBER:</b>	52990.015654		

CH \$90.00 2035469

NAME OF SUBMITTER:	Jeffrey P. Balcita
Signature:	/Jeffrey P. Balcita/
Date:	10/15/2007
Total Attachments: 6 source=usxpressInc#page1.tif source=usxpressInc#page2.tif source=usxpressInc#page3.tif source=usxpressInc#page4.tif source=usxpressInc#page5.tif source=usxpressInc#page6.tif	

## **Intellectual Property Security Agreement**

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 12, 2007, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of October 12, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, and the Administrative Agent.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, as assumed by U.S. Xpress Enterprises, Inc. (the "Borrower"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to its execution of that certain Assumption Agreement dated as of October 12, 2007, whereby it assumed the obligations of the Guaranty and Security Agreement dated as of October 12, 2007, in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, pursuant to its assumption of the Guaranty and Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademarks Licenses subject to a security interest hereunder.

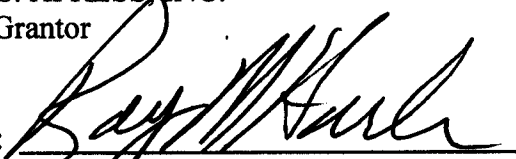
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

U. S. XPRESS, INC.  
as Grantor

By: 

Name: Ray M. Harlin  
Title: Assistant Secretary

ACCEPTED AND AGREED  
as of the date first above written:

SUNTRUST BANK  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

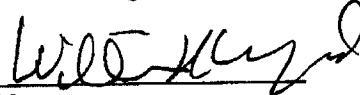
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U. S. XPRESS, INC.  
as Grantor

By: \_\_\_\_\_  
Name: Ray M. Harlin  
Title: Assistant Secretary

ACCEPTED AND AGREED  
as of the date first above written:

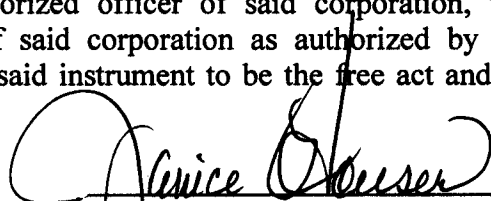
SUNTRUST BANK  
as Administrative Agent

By:   
Name: William H. Crawford  
Title: Director  
SunTrust Bank

ACKNOWLEDGMENT OF GRANTOR

State of Tennessee )  
                                  )ss.  
County of Hamilton )

On this 4 day of Oct., 2007 before me personally appeared Ray M. Harlin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of U. S. Xpress, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

My Commission Expires February 6, 2010



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>REGISTERED TRADEMARKS</u>			<u>TRADEMARK APPLICATIONS</u>		<u>TRADEMARK LICENSES</u>
<u>Registration No.</u>	<u>Date</u>		<u>Serial No.</u>	<u>Date</u>	<u>Legal description of agreement</u>
1.	2035469	02/04/97			None
2.	Pending	Pending	77149767	04/05/07	None
3.	Pending	Pending	77280831	09/17/07	None

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT  
U. S. XPRESS, INC.