

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Xpress Enterprises, Inc.		10/12/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	201 Fourth Avenue North		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37219		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3023482	X	
Registration Number:	3116109	XPRESS DIRECT	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5128		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-572-2533		
Email:	jbalcita@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	Jeffrey P. Balcita		
Address Line 2:	1180 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	52990.015654		
NAME OF SUBMITTER:	Jeffrey P. Balcita		
Signature:	/Jeffrey P. Balcita/		

CH \$65.00 3023482

900089413

TRADEMARK
REEL: 003640 FRAME: 0440

Date:

10/15/2007

Total Attachments: 7

source=enterprises#page1.tif

source=enterprises#page2.tif

source=enterprises#page3.tif

source=enterprises#page4.tif

source=enterprises#page5.tif

source=enterprises#page6.tif

source=enterprises#page7.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.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to New Mountain Lake Acquisition Company ("NMLAC") upon the terms and subject to the conditions set forth therein;

WHEREAS, NMLAC merged with and into the Grantor on October 12, 2007;

WHEREAS, the Grantor entered into that certain Assumption Agreement dated October 12, 2007 whereby it assumed the obligations of NMLAC contained in the Credit Agreement;

WHEREAS, Grantor executed that certain Assumption Agreement dated October 12, 2007 whereby it assumed the obligations of the Guaranty and Security Agreement dated October 12, 2007; and

WHEREAS, pursuant to the Guaranty and Security Agreement, 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]

(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.

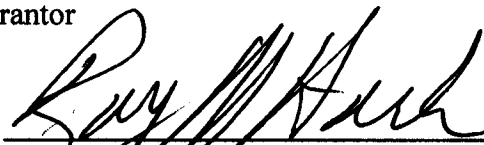
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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 ENTERPRISES, INC.
as Grantor

By: 
Name: Ray M. Harlin
Title: Executive Vice President of
Finance and Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By: _____
Name:
Title:

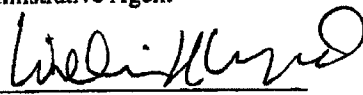
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

U.S. XPRESS ENTERPRISES, INC.
as Grantor

By: _____
Name: Ray M. Harlin
Title: Executive Vice President of
Finance and Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By: 

Name:

Title:

William H. Crawford

Director

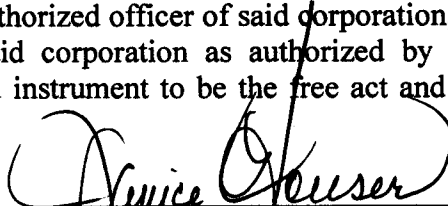
SunTrust Bank

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT
U.S. XPRESS ENTERPRISES, INC.

ACKNOWLEDGMENT OF GRANTOR

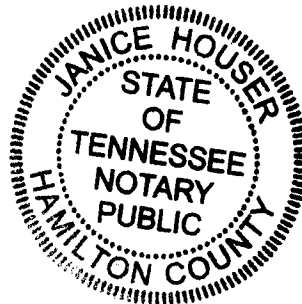
State of Tennessee)
)ss.
County of Hamilton)

On this 4 day of Oct., 20__ 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 Enterprises, 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



ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT
U.S. XPRESS ENTERPRISES, INC.

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.	3023482	12/06/05			None
2.	3116109	07/18/06			None

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