

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
Western Express, Inc.		10/29/2007	CORPORATION: TENNESSEE
Smithway Motor Xpress Corp.		10/29/2007	CORPORATION: NEVADA
Smithway Motor Xpress, Inc.		10/29/2007	CORPORATION: IOWA
East West Motor Express, Inc.		10/29/2007	CORPORATION: SOUTH DAKOTA
New Horizons Leasing, Inc.		10/29/2007	CORPORATION: IOWA
Air One, Inc.		10/29/2007	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	2200 Ross Avenue, 6th Floor
Internal Address:	TX1-2921
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Association:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	73830188	SMX
Serial Number:	78719534	SMITHWAY. THE RIGHT DIRECTION.

CORRESPONDENCE DATA

Fax Number: (404)815-2424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-815-2231
 Email: carolfraser@paulhastings.com
 Correspondent Name: Carol Fraser, Corporate Paralegal
 Address Line 1: 600 Peachtree Street, NE, Suite 2400

CH \$65.00 73830188

Address Line 2: Paul Hastings Janofsky & Walker LLP
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	10/29/2007

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this October 29, 2007, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually a "Grantor"), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Lenders (as defined below) (together with its successors, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 29, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Western Express, Inc., a Tennessee corporation (the "Company"), the Subsidiaries of the Company identified on the signature pages thereto as borrowers (collectively referred to as the "Subsidiary Borrowers" and, the Company and the Subsidiary Borrowers are collectively referred to as the "Borrowers" or individually referred to as a "Borrower"), the other Loan Parties party thereto, the financial institutions party thereto as Lenders ("Lenders") and JPMorgan Chase Bank, N.A., as Administrative Agent, the Lenders are willing to make certain financial accommodations available to the Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Administrative Agent, for the benefit of the Lenders, that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to Administrative Agent, for the benefit of Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each 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 Security Agreement and/or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those Trademark Licenses and Trademarks referred to on Schedule I hereto;

(b) all reissues, divisions, continuations, extensions, continuations-in-part and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any intellectual property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of any insolvency, bankruptcy, reorganization or other similar proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Administrative Agent with respect to any such new Trademarks, Trademark Licenses or renewal or extension of any Trademark registration. Without limiting the Grantors' obligations under this Section 5, the Grantors hereby authorize the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark or Trademark License of the Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party

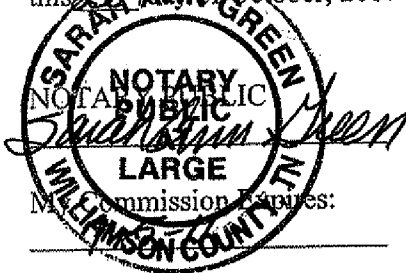
against whom such enforcement is sought. Any signatures delivered by a party by facsimile or other electronic method of transmission shall be deemed an original signature hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each 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.

Sworn to and subscribed before me
this 25 day of October, 2007

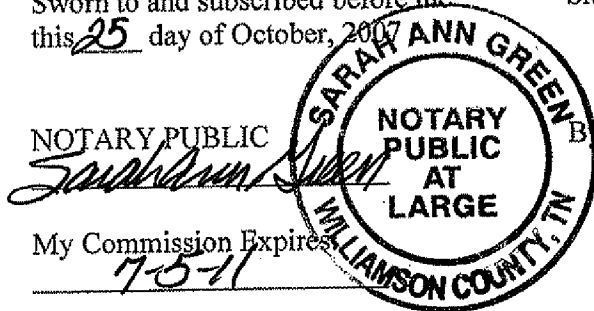
WESTERN EXPRESS, INC.



By: [Signature]
Name: Richard L. Prickett, Jr.
Title: Executive Vice President

Sworn to and subscribed before me
this 25 day of October, 2007

SMITHWAY MOTOR XPRESS CORP.

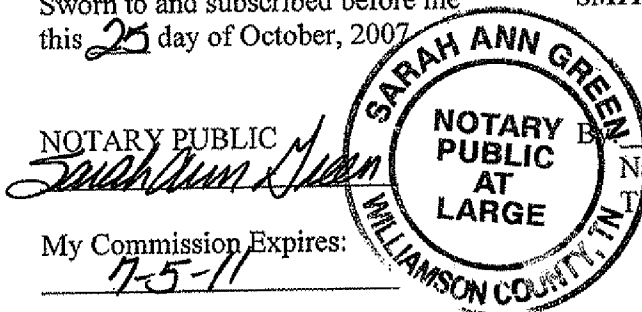


By: [Signature]
Name: Richard L. Prickett, Jr.
Title: Executive Vice President

My Commission Expires:
7-5-11

Sworn to and subscribed before me
this 25 day of October, 2007

SMITHWAY MOTOR XPRESS, INC.

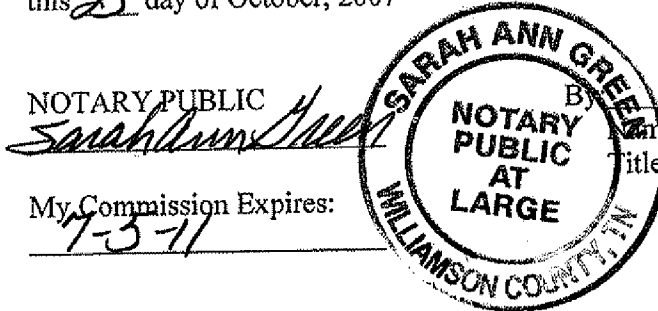


By: [Signature]
Name: Richard L. Prickett, Jr.
Title: Executive Vice President

My Commission Expires:
7-5-11

Sworn to and subscribed before me
this 25 day of October, 2007

EAST WEST MOTOR EXPRESS, INC.



By: [Signature]
Name: Richard L. Prickett, Jr.
Title: Executive Vice President

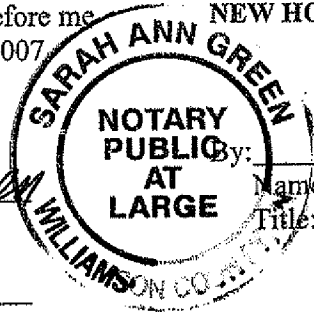
My Commission Expires:
7-5-11

Sworn to and subscribed before me
this 25 day of October, 2007

NEW HORIZONS LEASING, INC.

NOTARY PUBLIC

Sarah Ann Green



RLP Jr

Name: Richard L. Prickett, Jr.
Title: Executive Vice President

My Commission Expires:

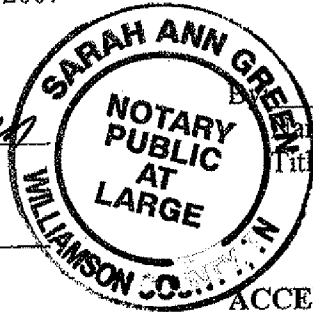
7-5-11

Sworn to and subscribed before me
this 25 day of October, 2007

AIR ONE, INC.

NOTARY PUBLIC

Sarah Ann Green



Wayne Wise

Name: Wayne Wise
Title: President

My Commission Expires:

7-5-11

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A., as the
Administrative Agent

Sworn to and subscribed before me
this ___ day of _____, 200_.

NOTARY PUBLIC

By: _____

Name:
Title:

My Commission Expires:

Sworn to and subscribed before me
this ____ day of October, 2007

NOTARY PUBLIC

My Commission Expires:

Sworn to and subscribed before me
this ____ day of October, 2007

NOTARY PUBLIC

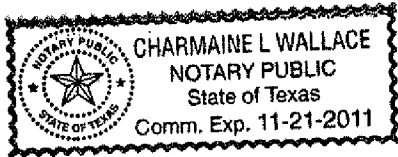
My Commission Expires:

Sworn to and subscribed before me
this 26th day of October, 2007

NOTARY PUBLIC

Charmaine L. Wallace

My Commission Expires:



NEW HORIZONS LEASING, INC.

By: _____

Name: Richard L. Prickett, Jr.

Title: Executive Vice President

AIR ONE, INC.

By: _____

Name: Wayne Wise

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A., as the
Administrative Agent

By: Christy West

Name: CHRISTY WEST

Title: V.P.

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

TRADEMARKS

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Smithway Motor Xpress, Inc.	SMX	May 22, 1990; renewed May 22, 2000	73830188

TRADEMARK APPLICATIONS

<u>Name of Grantor</u>	<u>Trademark Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
Smithway Motor Xpress, Inc.	Smithway. The Right Direction.	September 23, 2005	78719534

TRADE NAMES

Smithway Motor Xpress
East West Motor Express

COMMON LAW TRADEMARKS

None.

TRADEMARKS NOT CURRENTLY IN USE

None.

TRADEMARK LICENSES

None.