

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LaSalle Bank National Association		12/28/2007	national banking association:
RECEIVING PARTY DATA			
Name:	Smithway Motor Xpress, Inc.		
Street Address:	2031 Quail Avenue, Route 5		
City:	Fort Dodge		
State/Country:	IOWA		
Postal Code:	37891		
Entity Type:	CORPORATION: IOWA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1597850	SMX	
CORRESPONDENCE DATA			
Fax Number:	(404)815-2424		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-2231		
Email:	carolfraser@paulhastings.com		
Correspondent Name:	Carol Fraser, Corporate Paralegal		
Address Line 1:	600 Peachtree Street, NE		
Address Line 2:	Paul Hastings Janofsky & Walker LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:		Carol Fraser	
Signature:		//Carol Fraser//	
Date:		01/02/2008	

CH \$40.00 1597850

Total Attachments: 3

**900095308**

**TRADEMARK  
 REEL: 003687 FRAME: 0840**

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**TRADEMARK RELEASE**

THIS TRADEMARK RELEASE (this "Release") is made as of December 28, 2007 by LaSalle Bank National Association, as Lender ("Lender").

WITNESSETH:

WHEREAS, pursuant to certain security documents, (the "Security Agreement"), Smithway Motor Xpress, Inc., as Borrower ("Borrower") previously granted to Lender a security interest in the Trademark set forth in Schedule 1 (the "Trademark"); and

WHEREAS, the obligations underlying the security interest are no longer owed and Lender no longer has any interest in the Trademark; and

WHEREAS, the Security Agreement was recorded at Reel 2438, Frame 0261 on January 31, 2002; and

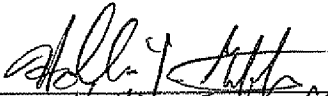
WHEREAS, the Borrower has requested that Lender release its lien on the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby releases any and all claims, liens, and other encumbrances arising under the Security Agreement, including in and to the Trademark, and reassigns any and all rights, titles and interests in the Trademark, without any representation, recourse or undertaking by Lender, to the Borrower.

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IN WITNESS WHEREOF, Lender has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

LASALLE BANK NATIONAL ASSOCIATION

By:   
Name: Hollis J. Griffin  
Title: Senior Vice President

SCHEDULE 1

Trademark Registrations

MARK	REGISTRATION NO.	REGISTRATION DATE
SMX	1,597,850	May 22, 1990

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