

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Covenant Transport, Inc.		09/23/2008	CORPORATION: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Agent		
<b>Street Address:</b>	300 Galleria Parkway, Suite 800		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	National Bank:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2899898	COVENANT TRANSPORT	
<b>Registration Number:</b>	2910898		
<b>Serial Number:</b>	77346361	QUALITY AND INTEGRITY IS OUR COVENANT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)444-8847		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	704-343-2278		
<b>Email:</b>	ksaltrick@mcguirewoods.com		
<b>Correspondent Name:</b>	Kimberly B. Saltrick, Paralegal		
<b>Address Line 1:</b>	201 North Tryon Street, 27th Floor		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	203926-0077		
<b>NAME OF SUBMITTER:</b>	M. David Hughes		
<b>Signature:</b>	/M. David Hughes/		

OP \$90.00 2899898

Date:

09/26/2008

**Total Attachments: 8**

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Form PTO-1594 (Rev. 08/08)  
OMB Collection 0651-0027 (exp. 9/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

COVENANT TRANSPORT, INC.

- Individual(s)
- General Partnership
- Corporation- State: TENNESSEE
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) SEPTEMBER 23, 2008

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes

No

Name: BANK OF AMERICA, N.A., AS AGENT

Internal

Address:

Street Address: 300 GALLERIA PARKWAY, SUITE 800

City: ATLANTA

State: GEORGIA

Country: USA

Zip: 30339

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship

Other National Bank Citizenship  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

78320419-Covenant Transport; 77346361-Quality and Integrity is our Covenant; 78320487-Drawing

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: KIMBERLY B. SALTTRICK, PARALEGAL / JIM LITSEY, ESQ.

Internal Address: MCGUIREWOODS LLP

Street Address: 201 NORTH TRYON STREET, 27TH FLOOR

City: CHARLOTTE

State: NORTH CAROLINA

Zip: 28202

Phone Number: 704-343-2278

Fax Number: 704-444-8847

Email Address: KSALTTRICK@MCGUIREWOODS.COM

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number

Authorized User Name

**9. Signature:**

Signature

9/23/08

Date

M. DAVID HUGHES, SENIOR VICE PRESIDENT

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK SECURITY AGREEMENT** dated as of September 23, 2008 (this "Trademark Security Agreement"), among COVENANT TRANSPORT, INC., a Tennessee corporation ("CTI"), CTG LEASING COMPANY, a Nevada corporation ("CTGL"), SOUTHERN REFRIGERATED TRANSPORT, INC., an Arkansas corporation ("SRT"), COVENANT ASSET MANAGEMENT, INC., a Nevada corporation ("CAM"), COVENANT TRANSPORT SOLUTIONS, INC., a Nevada corporation ("CTS"), and STAR TRANSPORTATION, INC., a Tennessee corporation ("ST"), and together with CTI, CTGL, SRT, CAM, and CTS, collectively, the "Borrowers") and COVENANT TRANSPORTATION GROUP, INC., a Nevada corporation (the "Parent Guarantor") (the Borrowers and the Parent Guarantor are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Agent ("Agent") for itself and the Lenders from time to time party to the Credit Agreement, as hereinafter defined ("Lenders").

**WITNESSETH:**

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of the date hereof (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, the Agent and the Lenders, and in order to obtain the benefits referred to therein, each Grantor has granted to Agent, on behalf of itself and the Lenders, a security interest in a portion of Grantor's personal property and assets, including, without limitation, the Trademark Collateral referred to in Section 2 below; and

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor agrees to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement in respect of certain of its Collateral for recording with the US PATENT AND TRADEMARK OFFICE.

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 and Agent agrees as follows:

1. DEFINED TERMS.

(a) As used herein, the following terms shall have the meaning set forth below:

"Trademark License" means any written agreement, in which a Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any license right in and to any Trademark (whether such Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which such Grantor has

obtained the exclusive right to use a trademark owned by a third party, a sublicense to use a trademark, a distribution agreement relating to goods or services covered by one or more trademarks and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by such Grantor and now or hereafter covered by such license agreements.

(b) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

## 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Each Grantor hereby grants to Agent, on behalf of itself and the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following, whether presently existing or hereafter acquired (collectively, the "Trademark Collateral") to secure the Obligations:

(a) the United States registered trademarks and trademark applications referred to on **Schedule I** hereto, as Schedule I may be supplemented from time to time by supplements to the Credit Agreement and this Trademark Security Agreement which may be executed and delivered by the Grantors to the Agent from time to time;

(b) any and all goodwill related to the Trademark Collateral;

(c) any and all claims for damages for past, present and future infringement with respect to such Trademark Collateral; and

(d) all 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 such trademark, or (ii) injury to the goodwill associated with any such trademark; provided, however that the Trademark Collateral shall not include any Excluded Assets.

3. LOAN AND SECURITY AGREEMENT. This Trademark Security Agreement has been entered into in conjunction with the rights, remedies, and obligations of the parties that are set forth in the Credit Agreement. Each party hereby acknowledges and affirms that the grant of the security interest hereunder, and the rights, remedies and obligations of each other party with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the Credit Agreement, the provisions of the Credit Agreement shall control.

## 4. COVENANTS.

(a) Except as would not have an adverse effect on the value or enforceability of, or any rights of ANY Grantor or Agent in, any Trademark Collateral, each Grantor shall (i) use commercially reasonable efforts to prosecute any Trademark pending as of the date hereof or thereafter and (ii) promptly make applications for, register or cause to be registered (to the extent not already registered and consistent with good faith business judgment) with the United States Patent and Trademark Office any

Trademark or Trademark License, set forth in **Schedule I** or otherwise, in all such cases the filing and payment of maintenance, registration and/or renewal fees, the filing of applications for renewal, affidavits of use, affidavits of noncontestability, the filing and diligent prosecution of opposition, interference and cancellation proceedings, and promptly responding to all requests and inquiries from the United States Patent and Trademark Office. Each Grantor also agrees to preserve and maintain all rights in the Trademark Collateral, except as would not have an adverse effect on the value or enforceability of any rights of such Grantor or Agent in any portions of the Trademark Collateral. Any expenses incurred in connection with prosecution, registration and maintenance shall be borne by such Grantor. Each Grantor further agrees to retain experienced trademark attorneys for the filing and prosecution of all such applications and other proceedings when and if applicable. Except as would not have an adverse effect on the value or enforceability of, or any rights of such Grantor or Agent in, any material portion of the Trademark Collateral, such Grantor shall not, without Agent's prior written consent, abandon any rights in or fail to pay any maintenance or renewal fee for any Trademark listed in Schedule I or breach, terminate, fail to renew or extend, or fail to perform any duties or obligations for any Trademark License listed in Schedule I. Each Grantor further agrees that it will not take any action, or permit any action to be taken by any Person to the extent that such Person is subject to its control, including licensees, or fail to take any action, which would affect the validity, priority, perfection or enforcement of the rights granted to Agent under this Trademark Security Agreement, and any such action if it shall take place shall be null and void and of no effect whatsoever. If any Grantor fails to comply with any of the foregoing provisions of this Section 4, Agent shall have the right (but shall not be obligated) to do so on behalf of such Grantor to the extent permitted by law, but at such Grantor's expense, and such Grantor hereby agrees, jointly and severally, to reimburse Agent in full for all expenses, including the fees and disbursements of counsel incurred by Agent in procuring, protecting, defending and maintaining the Collateral. In the event that any Grantor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to comply with any other duty under this Trademark Security Agreement, Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of such Grantor, and all monies so paid out shall be Obligations of such Grantor repayable on demand, together with interest at the rate applicable to the Credit Facility.

(b) Each Grantor shall promptly advise Agent of any right, title or interest of such Grantor obtained after the date hereof in or to any material Trademark or Trademark License not specified on Schedule I hereto, the provisions of Section 2 above shall automatically apply thereto, and such Grantor hereby authorizes and appoints Agent as such Grantor's attorney-in-fact solely to the extent necessary to make any additional filings with respect to such newly obtained Trademarks and Trademark License as are necessary to protect and perfect the Liens granted to the Agent hereby. Grantor hereby authorizes Agent to modify this Trademark Security Agreement by amending Schedule I to include any future Trademarks or Trademark Licenses that are Trademark Collateral under Section 2 above. Agent will make reasonable efforts to provide copies of such amended Schedule I to Grantors, provided that, Agent's failure to provide such copies shall not constitute a breach of this Trademark Security Agreement nor render such

amendments ineffective. In addition to any requirements in this Trademark Security Agreement for notification, each Grantor shall also provide Agent with written notice of (i) any newly filed Trademark applications to the extent such Trademarks could, in such Grantor's good faith judgment, reasonably be expected to be material to such Grantor's business and (ii) any information or event that could, in such Grantor's good faith judgment, reasonably be expected to have a material adverse affect on the validity or enforceability of the Liens on any material portion of the Collateral.

(c) Each Grantor shall (i) protect, defend and maintain the validity and enforceability of all current and future Trademarks, (ii) use its commercially reasonable efforts to detect material infringements of such Trademarks and promptly advise Agent in writing of material infringements detected and (iii) not allow any Trademarks to be abandoned, forfeited or dedicated to the public. Each Grantor shall not commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Trademark Collateral without the prior written consent of Agent, such consent not to be unreasonably withheld or delayed, nor shall such Grantor engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At such Grantor's sole expense, Agent shall have the right (but shall not be obligated) to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could adversely affect the rights in, validity or enforceability of the Trademark Collateral. In addition, any proposed settlement or compromise of any action, proceeding, lawsuit, mediation or arbitration that could be reasonably expected to affect value, validity or enforceability of, or any rights of such Grantor or Agent in, the Trademark Collateral must be approved, in writing, by Agent.

5. SECTION TITLES. The Section titles contained in this Trademark Security Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall collectively and separately constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. TERMINATION. This Trademark Security Agreement shall automatically terminate, and the security interest in the Trademark Collateral shall be released, upon payment and performance of the Obligations. Upon termination of this Trademark Security Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.


7. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles (but giving effect to federal laws relating to national banks).

*[Signature pages follow.]*


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.

**GRANTORS:**

**COVENANT TRANSPORT, INC.**

By:   
Name: M. David Hughes  
Title: Senior Vice President of Fleet Management  
and Procurement and Treasurer

**CTG LEASING COMPANY  
SOUTHERN REFRIGERATED TRANSPORT,  
INC.  
STAR TRANSPORTATION, INC.**

By:   
Name: M. David Hughes  
Title: Vice President

**COVENANT ASSET MANAGEMENT, INC.  
COVENANT TRANSPORT SOLUTIONS, INC.**

By:   
Name: M. David Hughes  
Title: Treasurer

**COVENANT TRANSPORTATION GROUP, INC.**

By:   
Name: M. David Hughes  
Title: Senior Vice President and Treasurer



**ACCEPTED AND ACKNOWLEDGED BY:**

**BANK OF AMERICA, N.A., as Agent**

By: Douglas Cowan

Name: Douglas Cowan

Title: Senior Vice President

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS:**

<b>MARK</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
<b>GRANTOR: COVENANT TRANSPORT, INC.</b>			
WORDMARK: "COVENANT TRANSPORT"	78320419	2899898	November 2, 2004
WORDMARK: "QUALITY AND INTEGRITY IS OUR COVENANT"	77346361		Application date: December 7, 2007
DRAWING	78320487	2910898	December 14, 2004

Schedule I

16570103

**RECORDED: 09/26/2008**

**TRADEMARK**  
**REEL: 003860 FRAME: 0243**