

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																								
NATURE OF CONVEYANCE:	SECURITY INTEREST																								
CONVEYING PARTY DATA																									
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<p>Fax Number: (212)455-2502 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: (212) 455-7976 Email: ksolomon@stblaw.com Correspondent Name: Mindy M. Lok, Esq. Address Line 1: Simpson Thacher & Bartlett LLP Address Line 2: 425 Lexington Avenue Address Line 4: New York, NEW YORK 10017</p>																									

OP \$65.00 3357393

ATTORNEY DOCKET NUMBER:	509335/1497
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	04/28/2010
Total Attachments: 6 source=WestExTSI#page1.tif source=WestExTSI#page2.tif source=WestExTSI#page3.tif source=WestExTSI#page4.tif source=WestExTSI#page5.tif source=WestExTSI#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of April, 2010, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually a "Grantor"), and CITIBANK, N.A., in its capacity as bond administrator and collateral agent for the Secured Parties (as defined below) (together with its successors, the "Collateral Agent"),

WITNESSETH:

WHEREAS, pursuant to that certain Indenture dated as of April 16, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture") by and among Western Express, Inc., a Tennessee corporation (the "Company"), the other Grantors party thereto, Wilmington Trust Company, as trustee, and Citibank, N.A., as Collateral Agent, the Company issued its 12.500% Senior Secured Notes due 2018 (the "Notes");

WHEREAS, in connection therewith, the Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of April 16, 2010 (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 Collateral Agent, for the benefit of Secured Parties, 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 Indenture.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing, and subject to the Intercreditor Agreement, 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 1 hereto;

(b) all 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 Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Secured Parties, 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 Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 Collateral 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 Collateral Agent unilaterally to modify this Agreement by amending Schedule 1 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 1 shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule 1.

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 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.

GRANTORS:

WESTERN EXPRESS, INC.

By: RLP
Name: Richard L. Prickett, Jr.
Title: Chief Financial Officer, Executive Vice
President, and Treasurer

SMITHWAY MOTOR XPRESS CORP.

By: RLP
Name: Richard L. Prickett, Jr.
Title: Chief Financial Officer, Executive Vice
President, and Treasurer

SMITHWAY MOTOR XPRESS, INC.

By: RLP
Name: Richard L. Prickett, Jr.
Title: Chief Financial Officer, Executive Vice
President, and Treasurer

EAST WEST MOTOR EXPRESS, INC.

By: RLP
Name: Richard L. Prickett, Jr.
Title: Chief Financial Officer, Executive Vice
President, and Treasurer

NEW HORIZONS LEASING, INC.

By: RLP
Name: Richard L. Prickett, Jr.
Title: Chief Financial Officer, Executive Vice
President, and Treasurer

[Signature page to Trademark Security Agreement]

TRADEMARK

REEL: 004195 FRAME: 0033

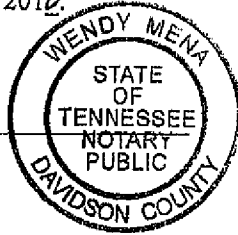
Sworn to and subscribed before me this
15th day of April, 2010.

NOTARY PUBLIC

Wendy Mena

My Commission Expires:

03-07-11



My Commission
Expires
March 7, 2011

(Signature page to Trademark Security Agreement)

TRADEMARK

REEL: 004195 FRAME: 0034

Sworn to and subscribed before me this
15th day of April, 2010.

NOTARY PUBLIC

Zenaida Santiago

My Commission Expires:

9.18.2010

ZENaida SANTIAGO
NOTARY PUBLIC-STATE OF NEW YORK
No. 018A6152564
Qualified in Kings County
My Commission Expires September 18, 2010

ACCEPTED AND ACKNOWLEDGED BY:

CITIBANK, N.A., not in its individual capacity
but solely as the Collateral Agent

By: [Signature]

Name: Wafaa Orfy

Title: Vice President

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Name of Grantor	Trademark	Registration Number
Smithway Motor Xpress, Inc.	SMITHWAY. THE RIGHT DIRECTION.	3,357,393
Smithway Motor Xpress, Inc.	SMX	1,597,850