

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Swift Transportation Co., LLC (formerly Swift Transportation Co., Inc.)		08/19/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanely Senior Funding, Inc.
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77570783	THE CLEAN FLEET
Registration Number:	3311758	SWIFT

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-735-4104
 Email: mmcguire@skadden.com
 Correspondent Name: Skadden Arps Slate Meagher & Floom LLP
 Address Line 1: Four Times Square
 Address Line 2: Attn: Shivram Sankar, Esq.
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	117410/2
NAME OF SUBMITTER:	Shivram Sankar

Signature:	/Shivram Sankar/
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Date:	09/17/2010
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Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 19, 2010 (this "Agreement"), is made by SWIFT TRANSPORTATION CO., LLC (formerly Swift Transportation Co., Inc.), a Delaware limited liability company (the "Grantor"), in favor of MORGAN STANLEY SENIOR FUNDING, INC., as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to a Credit Agreement, dated as of May 10, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Saint Acquisition Corporation, a Nevada corporation, Swift Transportation Co., Inc., an Arizona corporation, Swift Transportation Co., Inc., a Nevada corporation (collectively, the "Borrowers"), Saint Corporation, a Nevada corporation, the various financial institutions and other Persons (as defined therein) from time to time parties thereto (the "Lenders"), Morgan Stanley Senior Funding, Inc. ("Morgan Stanley"), as the Administrative Agent, Morgan Stanley, Wachovia Bank, National Association and J.P. Morgan Securities Inc. ("J.P. Morgan Securities"), as the co-syndication agents, LaSalle Bank National Association, as the documentation agent, and Morgan Stanley, Wachovia Capital Markets, LLC and J.P. Morgan Securities, as the joint lead arrangers and joint bookrunners, the Lenders and the Issuers (as defined in the Credit Agreement) have extended Commitments (as defined in the Credit Agreement) to make Credit Extensions (as defined in the Credit Agreement) to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement in favor of the Administrative Agent, dated as of May 10, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title, and interest in Trademark Collateral (as defined below) to secure all the Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a

continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing, owned or acquired by such Grantor, and wherever located, in and to the following (the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office (including intent-to-use applications) and corresponding offices in other countries of the world or otherwise, and all common-Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing, including the Trademark registrations and applications listed on Schedule I (collectively referred to as "Trademarks");

(b) all Trademark licenses and other agreements for the grant by or to the Grantor of any right to use any Trademark (each a "Trademark License");

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (vi) of the last paragraph of Section 2.1 of the Security Agreement, including: (x) any contracts, instruments, licenses or other documents, any rights thereunder or any assets subject thereto, as to which the grant of a security interest therein would (A) constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained, or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder; (y) any asset, the granting of a security interest in which would be void or illegal under any applicable governmental law, rule or regulation, or pursuant thereto would result in, or permit the termination of, such asset; and (z) any application for Trademarks filed in the United States Patent and Trademark Office on the basis of any Grantor's "intent-to-use" such Trademark pursuant to 15 U.S.C. § 1051 Section (b)(1) and for which a form evidencing use of the mark in interstate commerce has not been filed pursuant to 15 U.S.C. §1051(c) or (d).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the

Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. To the extent there is any conflict between the terms of the Security Agreement and this Agreement, the Security Agreement shall control.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other electronic transmission) shall be effective, or delivery of a manually executed counterpart.

SECTION 8. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), EXCEPT TO THE EXTENT THAT THE PERFECTION, EFFECT OF PERFECTION OR NONPERFECTION, AND PRIORITY OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

SWIFT TRANSPORTATION CO., LLC

By: Virginia Henckels
Name: VIRGINIA HENCKELS
Title: CFO

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent


By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

SWIFT TRANSPORTATION CO., LLC

By: _____
Name:
Title:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent

By:  _____
Name: STEPHEN B. KING
Title: VP

SCHEDULE I
to Trademark Security Agreement

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.A.	Swift ®	3,311,758	10/16/07

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.A.	The Clean Fleet	77/570,783	09/16/08
Mexico	Swift	758997	01/05/06
Mexico	S and Design	758998	01/05/06