

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		12/21/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Swift Transportation Co., LLC (f/k/a Swift Transportation Co. Inc.)		
Street Address:	2200 South 75th Avenue		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85043		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3120304	S	
Registration Number:	3311758	SWIFT	
Registration Number:	3611862	THE CLEAN FLEET	
Registration Number:	3733696	SWIFT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-735-3000		
Email:	mmcguire@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: John Deming, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	136120/1		

CH \$115.00 3120304

900179931

TRADEMARK
 REEL: 004442 FRAME: 0053

NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	12/28/2010
Total Attachments: 4 source=Trademark Release - First Lien#page1.tif source=Trademark Release - First Lien#page2.tif source=Trademark Release - First Lien#page3.tif source=Trademark Release - First Lien#page4.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this "Release"), dated as of December 21, 2010, is made by Morgan Stanley Senior Funding, Inc., a Delaware corporation located at 1585 Broadway, New York, New York 10036, acting as administrative agent (the "Agent") for each of the Secured Parties, in favor of Swift Transportation Co., LLC (f/k/a Swift Transportation Co. Inc., a Nevada corporation), a Delaware limited liability company located at 2200 South 75th Avenue, Phoenix, AZ 85043 (the "Assignee").

All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Trademark Security Agreements or the Security Agreement (each as defined below), as applicable.

WHEREAS, the Assignee, the other Borrowers, the Lenders, and the Agent, among others, are parties to that certain Credit Agreement, dated as of May 10, 2007 (as amended, supplemented, amended and restated or otherwise modified, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Assignee executed and delivered that certain Pledge and Security Agreement, dated as of May 10, 2007 (as amended, supplemented, amended and restated or otherwise modified, the "Security Agreement"), in favor of the Agent;

WHEREAS, the Agent and the Assignee are parties to (i) that certain Trademark Security Agreement, dated as of May 10, 2007, and recorded with the United States Patent and Trademark Office (the "USPTO") on May 30, 2007 at Reel 3551, Frame 0478 and (ii) that certain Trademark Security Agreement, dated as of August 19, 2010, and recorded with the USPTO on September 17, 2010 at Reel 4279, Frame 0842 (the agreements referred to in clauses (i) and (ii), together, the "Trademark Security Agreements"), pursuant to which Assignee granted to the Agent, for the benefit of each Secured Party, a continuing security interest in the Trademark Collateral, including but not limited to the Trademarks listed on Schedule A attached hereto (the "Released Trademark Collateral"); and

WHEREAS, Assignee has requested that the Agent terminate, release and discharge fully its security interests in all of its right, title and interest, if any, in and to the Released Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Agent hereby terminates, releases and discharges fully, all of its security interests in, without any representation, warranty, recourse or undertaking by the Agent, all of its right, title and interest, if any, in and to the Released Trademark Collateral, and

reassigns and transfers to Assignee any right, title and interest Agent may have in and to the Released Trademark Collateral.

The Agent hereby authorizes the Assignee or the Assignee's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Assignee any and all further documents and instruments, and do any and all further acts which the Assignee (or its agents or designees) reasonably requests (at the Assignee's sole cost and expense) in order to confirm this Release and the Assignee's right, title and interest in or to the Released Trademark Collateral.


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 Release by facsimile (or other electronic transmission) shall be effective, or delivery of a manually executed counterpart.

This Release shall be governed by, deemed to be made under, and construed by and interpreted in accordance with, the internal laws of the State of New York, without giving effect to any conflicts of law provisions thereof (but including Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York).

[Signature page to follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed
by its duly authorized officer as of the date first above written.

**MORGAN STANLEY SENIOR
FUNDING INC.,**
as Administrative Agent

By: 
Name: Stephen B. King
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK RELEASE]

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Registered Trademarks:

<u>Country</u>	<u>Registration No.</u>	<u>Mark</u>	<u>Registration Date</u>
US	3,120,304	S and Design	07-25-2006
US	3,311,758	Swift	10-16-2007
US	3,611,862,	The Clean Fleet	04-28-2009
US	3,733,696	Swift Solutions	01-05-2010
Canada	TMA681,802	S and Design	02-16-2007

Trademark Applications:

<u>Country</u>	<u>Application No.</u>	<u>Mark</u>	<u>Application Date</u>
Canada	1284,591	Swift	12/28/2005
Mexico	758997	Swift	1/5/2006
Mexico	758998	S and Design	1/5/2006

[SIGNATURE PAGE TO TRADEMARK RELEASE]