

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release of Security Interest in Trademarks (Second Lien)	
CONVEYING PARTY DATA			
Name		Formerly	Execution Date
U.S. Bank National Association			12/21/2010
			National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Swift Transportation Co., LLC		
Street Address:	2200 South 75th Avenue		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85043		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3311758	SWIFT	
Serial Number:	77570783	THE CLEAN FLEET	
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	
NAME OF SUBMITTER:		John Deming	
Signature:		/John Deming/	

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TRADEMARK
 REEL: 004442 FRAME: 0067

Date:

12/28/2010

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN), dated as of December 21, 2010 (this "Release"), is made by U.S. BANK NATIONAL ASSOCIATION, a National Banking Association located at 425 Walnut Street Floor 1, Cincinnati, Ohio 45202, as the Second Lien Agent for each of the Secured Parties (the "Assignor"), in favor of SWIFT TRANSPORTATION CO., LLC, 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 Agreement (as defined below).

WITNESSETH

WHEREAS, pursuant to that certain Indenture, dated as of May 10, 2007 (as amended, restated, supplemented or otherwise modified, the "Floating Rate Notes Indenture"), among Saint Acquisition Corporation, a Nevada corporation ("Merger Sub"), Saint Corporation, a Nevada corporation ("Parent"), and Assignor, a trustee (the "Floating Rate Trustee"), Merger Sub, on March 9, 2009, issued \$240.0 million of its Second-Priority Senior Secured Floating Rate Notes due 2015 (together with any additional Second-Priority Senior Secured Floating Rate Notes due 2015, the "Floating Rate Notes");

WHEREAS, pursuant to that certain Indenture, dated as of May 10, 2007 (as amended, restated, supplemented or otherwise modified, the "Fixed Rate Notes Indenture"), among Merger Sub, Parent and Assignor as trustee (the "Fixed Rate Trustee"), and together with the Floating Rate Trustee, the "Trustees"), Merger Sub, on March 9, 2009, issued \$595.0 million of its 12.5% Second-Priority Senior Secured Fixed Rate Notes due 2017 (together with any additional 12.5% Second-Priority Senior Secured Fixed Rate Notes due 2017, the "Fixed Rate Notes", and together with the Floating Rate Notes, the "Notes");

WHEREAS, on May 10, 2007, Merger Sub merged with and into Swift Transportation Co., Inc., a Nevada corporation ("Swift Nevada"), with Swift Nevada being the surviving entity (the "Merger");

WHEREAS, on May 10, 2007, (i) Parent, Swift Nevada, the Subsidiary Guarantors and the Floating Rate Trustee executed and delivered that certain First Supplemental Indenture, dated as of May 10, 2007, pursuant to which (A) Swift Nevada, as the surviving entity of the Merger, assumed all of the obligations and agreement of Merger Sub, as issuer of the Floating Rate Notes, under the Floating Rate Notes Indenture and the Floating Rate Notes and (B) each of the Subsidiary Guarantors became parties to the Floating Rate Indenture as a Subsidiary Guarantor thereunder, and (ii) Parent, Swift Nevada, the Subsidiary Guarantors and the Fixed Rate Trustee executed and delivered that certain First Supplemental Indenture, dated as of May 10, 2007, pursuant to which (A) Swift Nevada, as the surviving entity of the Merger, assumed all of the obligation and agreements of Merger Sub, as issuer of the Fixed Rate Notes, under the Fixed Rate Notes Indenture and the Fixed Rate Notes and (B) each of the Subsidiary Guarantors became parties to the Fixed Rate Indenture as a Subsidiary Guarantor thereunder;

WHEREAS, on May 10, 2007, pursuant to the terms of each Indenture, Parent and the Subsidiary Guarantors have entered into Note Guarantees under each Indenture pursuant to which each of Parent and each Subsidiary Guarantor, jointly and severally, unconditionally guaranteed that (i) the principal of, premium, if any, if lawful, and interest on the Notes would be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of Swift Nevada under the Indenture, the Notes and the Security Documents thereunder would be promptly paid in full or performed, all in accordance with the terms thereof, and (ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise;

WHEREAS, on May 10, 2007, the Floating Rate Trustee, the Fixed Rate Trustee, the Second Lien Agent, Parent, Swift Nevada and the Subsidiary Guarantors entered into that certain Collateral Sharing Agreement pursuant to which the Floating Rate Trustee, on behalf of itself and each of the other Floating Rate Secured Parties, and the Fixed Rate Trustee, on behalf of itself and each of the other Fixed Rate Secured Parties, appointed the Assignor as Second Lien Agent for the purposes of the Security Agreement (as defined below) and each of the other Security Documents;

WHEREAS, in connection with the Indentures, the Swift Nevada executed and delivered a Pledge and Security Agreement (Second Lien) in favor of the Assignor for the ratable benefit of itself and each of the Secured Parties, dated as of May 10, 2007 (as amended, supplemented, amended and restate or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Indentures and the Security Agreement, Swift Nevada was required to execute and deliver that certain Trademark Security Agreement, dated as of August 19, 2010 (the "Trademark Security Agreement (Second Lien)") and to grant to the Assignor for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of Swift Nevada's right, title and interest in Trademark Collateral (as defined below) to secure all the Obligations;

WHEREAS, pursuant to the Trademark Security Agreement (Second Lien), Swift Nevada granted to the Assignor, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of Swift Nevada's right, title and interest throughout the world, whether then or thereafter existing, owned or acquired by Swift Nevada, 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, then existing or thereafter 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 to the Trademark Security Agreement (collectively, referred to as "Trademarks");

- (b) all Trademark licenses, and other agreements for the grant by or to Swift Nevada 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, damage awards and proceeds of infringement suits).

Notwithstanding the foregoing, the Trademark Collateral did not include those items set forth in clauses (i) through (vi) of Section 2.1 of the Security Agreement, including: (x) any contracts, instruments, licenses or other documents, any right 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).

WHEREAS, Swift Nevada was converted into the Assignee on October 7, 2009 and such conversion was recorded with the United States Patent and Trademark Office on March 25, 2010 at Reel/Frame No. 4173/0886;

WHEREAS, the Trademark Security Agreement (Second Lien) was recorded with the United States Patent and Trademark Office on September 27, 2010 at Reel/Frame No. 4284/0865; and

WHEREAS, the Assignor and the Assignee desire that the Assignor terminate and release its security interest, in all right, title and interest throughout the world, in and to the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule A hereto.

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

The Assignor hereby terminates, releases and discharges fully, its security interest in, all right, title and interest throughout the world, in and to the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule A hereto, and reassigns and transfers any right, title and interest throughout the world that the Assignor may have in the Trademark Collateral to the Assignee.

The Assignor hereby authorizes the Assignee or the Assignee's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Assignor in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Assignor 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 throughout the world in or to the Trademark Collateral.

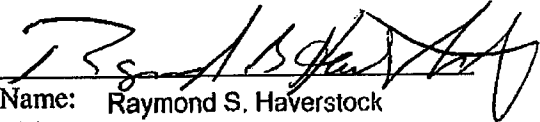
This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile (or other electronic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

THIS RELEASE SHALL BE 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).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN) to be duly executed and delivered by its duly authorized officer as of the date first written above.

U.S. BANK NATIONAL ASSOCIATION

By: 
Name: Raymond S. Haverstock
Title: Vice President

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST (SECOND LIEN)] 888344-4A

TRADEMARK
REEL: 004442 FRAME: 0073

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARKS (SECOND LIEN)**

Jurisdiction	Trademark	Registration No. (App. No.)	Registration Date App. Date)
US	SWIFT	3,311,758	10/16/07
US	The Clean Fleet	(77/570,783)	(9/16/08)
Mexico	Swift	(758997)	(1/5/06)
Mexico	S and Design	(758998)	(1/5/06)