TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Swift Transportation Co., LLC		12/21/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	60 Livingston Ave.
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3120304	S
Registration Number:	3311758	SWIFT
Registration Number:	3733696	SWIFT SOLUTIONS
Registration Number:	3611862	THE CLEAN FLEET

OP $115.00 3120304

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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

ATTORNEY DOCKET NUMBER:	509265/1512

NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	01/11/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2010 (this "Agreement"), is made by SWIFT TRANSPORTATION CO., LLC, a Delaware limited liability company, the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, as the collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties (as defined in the Security Agreement referred to below).

W I T N E S S E T H :

WHEREAS, pursuant to an Indenture, dated as of December 21, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Indenture"), among SWIFT SERVICES HOLDINGS, INC., a Delaware corporation (the "Company"), SWIFT TRANSPORTATION COMPANY, a Delaware corporation ("Parent"), the Subsidiary Guarantors and U.S. Bank National Association, as the trustee for each of the Secured Parties (together with its successor(s) thereto in such capacity, the "Trustee") the Company has duly authorized the creation of an issue of 10.000% Senior Second Priority Secured Notes due 2018 (the "Notes") issued on the date hereof and the Guarantors have duly authorized their Note Guarantees of the Notes;

WHEREAS, in connection with the Indenture, the Grantor has executed and delivered a Pledge and Security Agreement in favor of the Collateral Agent, dated as of December 21, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Indenture and the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral 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 the Patent 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 Collateral 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 the United States, 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 United States trademarks, trade names, brand names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, service marks, certification marks, collective marks, logos and other source or business identifiers, whether registered or unregistered, in each case, owned by the Grantor and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations thereof and all applications in connection

therewith, including registrations and applications in the United States Patent and Trademark Office or in any other office or agency of the United States of America, or any State thereof, and all common law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing in the United States, including the United States Trademark registrations and applications listed on Item A of 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 United States Trademark (each a "Trademark License"), including each written, exclusive inbound license of any material United States Trademark application and/or registration as set forth in Item B of Schedule I;

(c) 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) for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(d) 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 (x) of Section 3.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral 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 Collateral 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 Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral 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 5. Security Document. This Agreement is a Security Document executed pursuant to the Indenture and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Section 10.01 thereof.

SECTION 6. 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 7. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.* * * * *

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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
(f/k/a SWIFT TRANSPORTATION CO., INC.)

By: _____
Name: Virginia Henkels
Title: Chief Financial Officer, Executive Vice President and Treasurer

[Signature Page to Trademark Security Agreement – Second Lien]

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

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

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

Country	Trademark	Registration No.	Registration Date	Registered Owner
USA	S and Design	3,120,304	7/25/2006	Swift Transportation Co., LLC
USA	SWIFT	3,311,758	10/16/2007	Swift Transportation Co., LLC
USA	SWIFT SOLUTIONS	3,733,696	1/5/2010	Swift Transportation Co., LLC
USA	THE CLEAN FLEET	3,611,862	4/28/2009	Swift Transportation Co., LLC

Item B. Exclusive Trademark Licenses

TRADEMARK
RECORDED: 01/11/2011 REEL: 004451 FRAME: 0152