

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | First Amendment to Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------|----------|----------------|---------------------|
| U.S. Xpress Enterprises, Inc. | | 11/13/2012 | CORPORATION: NEVADA |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | SunTrust Bank, as Administrative Agent |
| Street Address: | 211 Perimeter Center Parkway, Suite 100 |
| City: | Atlanta |
| State/Country: | GEORGIA |
| Postal Code: | 30346 |
| Entity Type: | CORPORATION: GEORGIA |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------|
| Registration Number: | 3023482 | X |
| Registration Number: | 3116109 | XPRESS DIRECT |
| Registration Number: | 3645918 | TRANSPORTATION XCELLENCE |
| Registration Number: | 4020396 | AISOLUTIONS |
| Registration Number: | 4029657 | AI SOLUTIONS |

CORRESPONDENCE DATA

Fax Number: 4045725135
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 4045723458
 Email: slake@kslaw.com
 Correspondent Name: Susan Lake, Paralegal
 Address Line 1: 1180 Peachtree Street
 Address Line 2: King & Spalding
 Address Line 4: Atlanta, GEORGIA 30309

CH \$140.00 3023482

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|---|--------------|
| ATTORNEY DOCKET NUMBER: | 52990-015654 |
| NAME OF SUBMITTER: | Susan Lake |
| Signature: | /Susan Lake/ |
| Date: | 11/27/2012 |
| Total Attachments: 6 source=Amendment to Trademark Security Agreement USX Enterprises#page1.tif source=Amendment to Trademark Security Agreement USX Enterprises#page2.tif source=Amendment to Trademark Security Agreement USX Enterprises#page3.tif source=Amendment to Trademark Security Agreement USX Enterprises#page4.tif source=Amendment to Trademark Security Agreement USX Enterprises#page5.tif source=Amendment to Trademark Security Agreement USX Enterprises#page6.tif | |

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated November 13, 2012, executed by U.S. Xpress Enterprises, Inc., a Nevada corporation ("Grantor"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of October 12, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, the Lenders and the Administrative Agent. Capitalized terms used in this Amendment shall have the meanings set forth in the Credit Agreement unless specifically defined herein.

WITNESSETH:

WHEREAS, Grantor has entered into a Guaranty and Security Agreement dated as of October 12, 2007 in favor of the Administrative Agent (the "Existing Guaranty and Security Agreement");

WHEREAS, pursuant to the Existing Guaranty and Security Agreement, the Grantor has entered into a Trademark Security Agreement with the Administrative Agent, dated as October 12, 2007, recorded in the United States Patent and Trademark Office on October 15, 2007 on Reel 3640, Frame 0440 (the "Agreement");

WHEREAS, on the date hereof the Grantor, Administrative Agent and the Lenders have agreed to amend and restate the Credit Agreement and the Existing Guaranty and Security Agreement;

WHEREAS, the parties hereto wish to amend the Agreement to reflect the amendment and restatement of the Existing Guaranty and Security Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments to Agreement. Effective as of the date hereof, the Agreement is hereby amended as follows:

(a) By replacing the second and third WHEREAS clauses in their entirety with the following:

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of October 12, 2007 in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement), and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor is required to executed and deliver this Trademark Security Agreement.

(b) By replacing Schedule I of the Agreement in its entirety with the Schedule I attached to this Amendment.

2. No Other Change. Except as herein expressly amended, each and every term, condition, warranty and provision of the Agreement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto. Nothing herein shall be construed to alter or affect the priority of the lien or title created by the Agreement.

3. No Novation. This Amendment is not intended by the parties to be, and shall not be construed to be, a novation of the Agreement or an accord and satisfaction in regard thereto.

4. Entire Agreement. This Amendment and the Agreement, as the same has been amended by this Amendment, set forth the entire understanding of the parties with respect to the matters set forth herein, and shall supersede any prior negotiations, commitment letters, or agreements, whether written or oral, with respect to such matters.

5. Binding Effect. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, legal representatives and assigns.

6. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts and may be delivered by telecopier or electronic mail in pdf format. Each counterpart so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

7. Governing Law. This Amendment shall be governed by the laws of the State of New York (without regard to its conflicts of laws principles).

[Signatures on following page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date first above written.

U.S. XPRESS ENTERPRISES, INC.

By: 

Name: Ray M. Harlin

Title: President

[SIGNATURE PAGE TO FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By: 

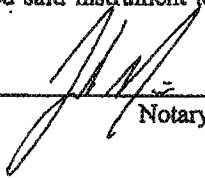
Name: Chris Hursey
Title: Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT]

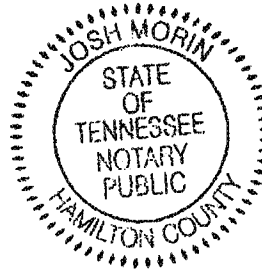
ACKNOWLEDGMENT OF GRANTOR

State of Tennessee)
) ss.
County of Hamilton)

On this 2 day of November, 2011 before me personally appeared Ray M. Harlin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of U.S. Xpress Enterprises, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public 11/17/11



[SIGNATURE PAGE TO FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

I. REGISTERED TRADEMARKS

| | |
|-----------------------------|--|
| X (Stylized) | Registration Number: 3023482 Issue Date: 12/6/05 |
| XPRESS DIRECT | Registration Number: 3116109 Issue Date: 7/18/06 |
| TRANSPORTATION XCELLENCE | Registration Number: 3645918 Issue Date: 9/20/11 |
| AISOLUTIONS, LLC | Registration Number: 4020396 Issue Date: 8/30/11 |
| AISOLUTIONS, LLC (Stylized) | Registration Number: 4029657 Issue Date: 6/30/09 |

[SIGNATURE PAGE TO FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT]
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