

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Central Refrigerated Service, Inc.		08/16/2013	CORPORATION: NEBRASKA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	425 Walnut Street		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202-3923		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3001006	CENTRAL REFRIGERATED SERVICE, INC.	
Registration Number:	2997156	CENTRAL REFRIGERATED SERVICE, INC.	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	sschahn@swlaw.com		
Correspondent Name:	Snell & Wilmer L.L.P.		
Address Line 1:	400 East Van Buren St.		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	28264.00090		
NAME OF SUBMITTER:	R. Lee Fraley		
Signature:	/R. Lee Fraley/		
Date:	11/20/2013		

TRADEMARK

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 16, 2013 (this "Agreement"), is made by Central Refrigerated Service, Inc., a Nebraska corporation (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") 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 (xi) 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. Intercreditor Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Liens, security interests and rights granted pursuant to this Agreement with respect to the Trademark Collateral shall be subject to the terms and conditions of (and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder shall be subject to the terms and conditions of) the Intercreditor Agreement to the same extent as set forth in Section 8.13 of the Security Agreement. In the event of any conflict between this Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall control, and no right, power, or remedy granted to the Collateral Agent or the other Secured Parties hereunder shall be exercised by the Collateral Agent or any other Secured Party, and no direction shall be given by the Collateral Agent or any other Secured Party in contravention of the Intercreditor Agreement.

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 SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF 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.

CENTRAL REFRIGERATED SERVICE,
INC.

By: Robert D. Baer
Name: Robert D. Baer
Title: CEO

U.S. BANK NATIONAL ASSOCIATION,
as Collateral 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.

CENTRAL REFRIGERATED SERVICE,
INC.

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: Donald T. Hurrelbrink
Name: Donald T. Hurrelbrink
Title: Vice President

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	Trademark	3,001,006	9/27/2005
U.S.	Servicemark	2,997,156	9/20/2005
U.S.	Domain Name	<u>www.centralref.com</u>	

Item B. Exclusive Trademark Licenses None.