

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306058

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U. S. Xpress, Inc.		05/30/2014	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association as Agent		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3380553	XPRESS TRADESHOW SERVICES A DIVISION OF	
<b>Registration Number:</b>	3337197	XPRESS NETWORK SOLUTIONS	
<b>Registration Number:</b>	2035469	SOUTHWEST MOTOR FREIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602402518		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	860-240-2834		
<b>Email:</b>	nicole.pappa@bingham.com		
<b>Correspondent Name:</b>	Nicole Pappa		
<b>Address Line 1:</b>	One State Street		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>NAME OF SUBMITTER:</b>	Nicole Pappa		
<b>SIGNATURE:</b>	/Nicole Pappa/		
<b>DATE SIGNED:</b>	05/30/2014		
<b>Total Attachments: 6</b>			
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source=Trademark Security Agreement US Xpress, Inc. (Executed) (4)#page2.tif			
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<b>TRADEMARK</b>			

OP \$90.00 3380553



**THIS TRADEMARK SECURITY AGREEMENT**, dated as of May 30, 2014 (this “Security Agreement”), is made by U. S. Xpress, Inc., a Nevada corporation (the “Grantor”), in favor of Wilmington Trust, National Association as administrative and collateral agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, U.S. Xpress Enterprises, Inc. a Nevada corporation (the “Borrower”), the lenders from time to time parties thereto (the “Lenders”) and the Agent have entered into a Term Loan Agreement, dated as of May 30, 2014 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

**WHEREAS**, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of May 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**SECTION 1. Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**SECTION 3. Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**SECTION 4. Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

**SECTION 5. Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

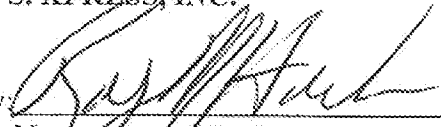
**SECTION 6. Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**SECTION 7. Governing Law.** This Security Agreement and the other Loan Documents and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Security Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be construed in accordance with and be governed by the law of the State of New York (without giving effect to the conflict of law principles thereof except for Sections 5-1401 and 5-1402 of the New York General Obligations Law).

*(remainder of page intentionally left blank)*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

U. S. XPRESS, INC.

By: 

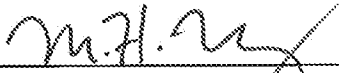
Name: Ray M. Harlin

Title: Assistant Secretary and Treasurer

Acknowledged and Agreed to as of the date hereof:

**AGENT:**

**WILMINGTON TRUST, NATIONAL ASSOCIATION**  
as collateral agent

By:   
Name: Meghan H. McCauley  
Title: Assistant Vice President

ACKNOWLEDGMENT OF GRANTOR

State of Tennessee )

County of Hamilton )

ss.

On this 28 day of MAY, 2014 before me personally appeared RAY M. HARTIN, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of U.S. EXPRESS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said company, that said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.



Janice Houser  
Notary Public  
MCE: 1/21/2018

**SCHEDULE I****Trademarks****I. REGISTERED TRADEMARKS**

<b><u>Trademark Name</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
XPRESS TRADESHOW SERVICES A DIVISION OF U.S. XPRESS ENTERPRISES, INC.	3380553	February 12, 2008
XPRESS NETWORK SOLUTIONS	3337197	November 13, 2007
SOUTHWEST MOTOR FREIGHT	2035469	February 4, 1997