

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306059

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Xpress Enterprises, Inc.		05/30/2014	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association as Agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4020396	AISOLUTIONS	
Registration Number:	4029657	AI SOLUTIONS	
Registration Number:	3645918	TRANSPORTATION XCELLENCE	
Registration Number:	3116109	XPRESS DIRECT	
Registration Number:	3023482	X	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	860-240-2834		
Email:	nicole.pappa@bingham.com		
Correspondent Name:	Nicole Pappa		
Address Line 1:	One State Street		
Address Line 2:	Bingham McCutchen LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Nicole Pappa		
SIGNATURE:	/Nicole Pappa/		
DATE SIGNED:	05/30/2014		
Total Attachments: 6			
source=Trademark Security Agreement US Xpress Enterprises, Inc. (Executed) (5)#page1.tif			

OP \$140.00 4020396

source=Trademark Security Agreement US Xpress Enterprises, Inc. (Executed) (5)#page2.tif
source=Trademark Security Agreement US Xpress Enterprises, Inc. (Executed) (5)#page3.tif
source=Trademark Security Agreement US Xpress Enterprises, Inc. (Executed) (5)#page4.tif
source=Trademark Security Agreement US Xpress Enterprises, Inc. (Executed) (5)#page5.tif
source=Trademark Security Agreement US Xpress Enterprises, Inc. (Executed) (5)#page6.tif

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 30, 2014 (this “Security Agreement”), is made by U.S. Xpress Enterprises, 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, the Grantor, 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 Grantor and certain of its Subsidiaries 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 ENTERPRISES, INC.

By: 

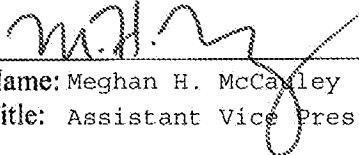
Name: Ray M. Harlin

Title: President, Treasurer, Chief Financial
Officer, and Assistant Secretary

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. Harlin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of US Xpress enterprises, 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**

<u>Trademark Name</u>	<u>Registration Number</u>	<u>Registration Date</u>
AISOLUTIONS	4020396	August 30, 2011
AI SOLUTIONS	4029657	September 20, 2011
TRANSPORTATION XCELLENCE	3645918	June 30, 2009
XPRESS DIRECT	3116109	July 18, 2006
X	3023482	December 6, 2005