

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323398

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		11/15/2014	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Swift Transportation Co., LLC
<b>Street Address:</b>	2200 South 75th Avenue
<b>City:</b>	Phoenix
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85043
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE
<b>Name:</b>	Central Refrigerated Service, LLC
<b>Street Address:</b>	5175 West 2100 South
<b>City:</b>	West Valley City
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84120
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3120304	S
<b>Registration Number:</b>	3311758	SWIFT
<b>Registration Number:</b>	3733696	SWIFT SOLUTIONS
<b>Registration Number:</b>	3611862	THE CLEAN FLEET
<b>Serial Number:</b>	86195474	S
<b>Serial Number:</b>	86195280	SWIFT
<b>Serial Number:</b>	86195364	S
<b>Serial Number:</b>	86139345	THE THINGS WE MOVE, MOVE US
<b>Serial Number:</b>	86139334	DELIVERING A BETTER LIFE
<b>Serial Number:</b>	86195314	SWIFT
<b>Registration Number:</b>	4346001	SWIFT POWER SERVICES
<b>Registration Number:</b>	3001006	CENTRAL REFRIGERATED SERVICE, INC.
<b>Registration Number:</b>	2997156	CENTRAL REFRIGERATED SERVICE, INC.

**TRADEMARK**

**CORRESPONDENCE DATA****Fax Number:** 2127352000*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.***Phone:** 2127353000**Email:** justin.selle@skadden.com**Correspondent Name:** Skadden, Arps, Slate, Meagher & Flom LLP**Address Line 1:** Four Times Square**Address Line 2:** Aliya Sanders, Esq.**Address Line 4:** New York, NEW YORK 10036

<b>ATTORNEY DOCKET NUMBER:</b>	136120/2
<b>NAME OF SUBMITTER:</b>	Aliya Sanders
<b>SIGNATURE:</b>	/Aliya Sanders/
<b>DATE SIGNED:</b>	11/17/2014

**Total Attachments: 6**

source=NYCSR01A-#1118563-v1-Swift\_\_\_Trademark\_Release\_(Executed\_11\_15\_14)#page1.tif

source=NYCSR01A-#1118563-v1-Swift\_\_\_Trademark\_Release\_(Executed\_11\_15\_14)#page2.tif

source=NYCSR01A-#1118563-v1-Swift\_\_\_Trademark\_Release\_(Executed\_11\_15\_14)#page3.tif

source=NYCSR01A-#1118563-v1-Swift\_\_\_Trademark\_Release\_(Executed\_11\_15\_14)#page4.tif

source=NYCSR01A-#1118563-v1-Swift\_\_\_Trademark\_Release\_(Executed\_11\_15\_14)#page5.tif

source=NYCSR01A-#1118563-v1-Swift\_\_\_Trademark\_Release\_(Executed\_11\_15\_14)#page6.tif

## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of November 15, 2014 (this "Release"), is made by U.S. BANK NATIONAL ASSOCIATION, a national banking association located at 60 Livingston Avenue, St. Paul, Minnesota 55107, 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), in favor of SWIFT TRANSPORTATION CO., LLC, a Delaware limited liability company located at 2200 S. 75<sup>th</sup> Avenue, Phoenix, Arizona 85043, and CENTRAL REFRIGERATED SERVICE, LLC (f.k.a. CENTRAL REFRIGERATED SERVICE, INC.), a Delaware limited liability company located at 5175 West 2100 South, West Valley City, Utah 84120 (each, a "Grantor" and, collectively, the "Grantors"). Capitalized terms used in this Release but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement (as defined below).

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 December 21, 2010, and the Guarantors have duly authorized their Note Guarantees of the Notes;

WHEREAS, in connection with the Indenture, the Grantors have executed and delivered a Pledge and Security Agreement in favor of the Collateral Agent, dated as of December 21, 2010 and amended as of June 9, 2014 (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 Grantors were required to execute and deliver a Trademark Security Agreement, dated as of December 21, 2010, a Trademark Security Agreement, dated as of August 16, 2013, and a Trademark Security Agreement, dated as of June 9, 2014 (each, a "Trademark Security Agreement" and collectively, the "Trademark Security Agreements"), 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 such Grantor's right, title and interest in the Trademark Collateral (as defined below) to secure all the Secured Obligations;

WHEREAS, pursuant to the Trademark Security Agreements, Grantors granted to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of such Grantor's right, title and interest in the United States, whether then or thereafter 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, then existing or thereafter 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);

WHEREAS, the Trademark Security Agreement dated as of December 21, 2010, was recorded in the United States Patent and Trademark Office on January 11, 2011, at Reel 4451 / Frame 0146, the Trademark Security Agreement dated as of August 16, 2013, was recorded in the United States Patent and Trademark Office on November 20, 2013, at Reel 5158 / Frame 0320, and the Trademark Security Agreement dated as of June 9, 2014, was recorded in the United States Patent and Trademark Office on June 12, 2014, at Reel 5301 / Frame 0591; and

WHEREAS, the Secured Obligations have been fully paid and performed and the Collateral Agent has agreed to terminate each Trademark Security Agreement and release its security interest in all Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. The Collateral Agent hereby terminates the Trademark Security Agreements and hereby terminates, cancels and releases any and all liens and security interests that it has in and to the Trademark Collateral.

2. Authorization to Record. The Collateral Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Release.

3. Further Assurances. The Collateral Agent shall take, at Grantors' expense, all further actions and provide to Grantors, their successors, assigns or other legal representatives all such cooperation and assistance (including, without limitation, the execution and delivery of documents or other instruments), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Release.

4. Governing Law. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Collateral Agent has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered by its Authorized Officer as of the date first above written.

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent

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

*[Signature Page to Trademark Release]*

**TRADEMARK**  
**REEL: 005402 FRAME: 0173**

**SCHEDULE I**  
**to RELEASE OF SECURITY INTEREST IN TRADEMARKS**

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
USA		86/195,474	2/17/14	Swift Transportation Co., LLC
USA	SWIFT	86/195,280	2/17/14	Swift Transportation Co., LLC
USA		86/195,364	2/17/14	Swift Transportation Co., LLC
USA	THE THINGS WE MOVE, MOVE US	86/139,345	12/10/13	Swift Transportation Co., LLC
USA	DELIVERING A BETTER LIFE	86/139,334	12/10/13	Swift Transportation Co., LLC
USA	SWIFT	86/195,314	2/17/14	Swift Transportation Co., LLC
USA	SWIFT POWER SERVICES	4,346,001	6/4/13	Swift Transportation Co., LLC
USA	CENTRAL REFRIGERATED SERVICE, INC.	3,001,006	9/27/2005	Central Refrigerated Service, Inc.
USA	CENTRAL	2,997,156	9/20/2005	Central

	REFRIGERATED SERVICE, INC.			Refrigerated Service, Inc.
USA	www.centralref.com	[Domain name]		Central Refrigerated Service, Inc.

Item B. Exclusive Trademark Licenses