

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM347479

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|--|---|------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Notice of Change of Collateral Agent-Assignment of Security Interest in Intellectual Property | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Morgan Stanley Senior Funding, Inc., as Existing Collateral Agent | | 07/07/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A., as Successor Collateral Agent | | |
| Street Address: | One Independence Center | | |
| Internal Address: | 101 N. Tryon Street | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28255 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 13 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86195474 | S | |
| Serial Number: | 86195280 | SWIFT | |
| Serial Number: | 86195364 | S | |
| Serial Number: | 86139345 | THE THINGS WE MOVE, MOVE US | |
| Serial Number: | 86139334 | DELIVERING A BETTER LIFE | |
| Serial Number: | 86195314 | SWIFT | |
| Registration Number: | 4346001 | SWIFT POWER SERVICES | |
| Registration Number: | 3311758 | SWIFT | |
| Registration Number: | 3120304 | S | |
| Registration Number: | 3611862 | THE CLEAN FLEET | |
| Registration Number: | 3733696 | SWIFT SOLUTIONS | |
| Registration Number: | 3001006 | CENTRAL REFRIGERATED SERVICE, INC. | |
| Registration Number: | 2997156 | CENTRAL REFRIGERATED SERVICE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124552502 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | | |
| TRADEMARK | | | |

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-3605
Email: ksolomon@stblaw.com
Correspondent Name: Genevieve Dorment, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

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| ATTORNEY DOCKET NUMBER: | 509265/1512 |
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| NAME OF SUBMITTER: | Genevieve Dorment |
|---------------------------|-------------------|

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| SIGNATURE: | /gd/ |
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| DATE SIGNED: | 07/09/2015 |
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Total Attachments: 9

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**NOTICE OF CHANGE OF COLLATERAL AGENT –
ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

July 7, 2015

WHEREAS, the undersigned Loan Parties (the “Grantors”) own all right, title and interest in and to the Trademarks, Patents and Copyrights listed on Schedule A hereto (the “Intellectual Property”);

WHEREAS, Borrower and Morgan Stanley Senior Funding, Inc. (the “Existing Collateral Agent”) have entered into the Credit Agreement dated as of December 21, 2010 (as amended and restated on March 6, 2012, as further amended and restated on March 7, 2013, as further amended and restated on June 9, 2014, and as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantors and the Existing Collateral Agent entered into various agreements pursuant to which the Grantors have granted to the Existing Collateral Agent a security interest in certain intellectual property of the Grantors, including the Intellectual Property (the “Intellectual Property Security Agreements”), and such security interest was recorded in the United States Patent and Trademark Office and the United States Copyright Office;

WHEREAS, the Intellectual Property Security Agreements represent all security interests granted by Grantors to the Existing Collateral Agent in the Intellectual Property prior to the date hereof; and

WHEREAS, the Loan Parties, the Existing Collateral Agent and Bank of America, N.A. (the “Successor Collateral Agent”) have entered into the Successor Collateral Agent Agreement dated as of the date hereof (the “Successor Collateral Agent Agreement”) whereby the Existing Collateral Agent resigns as Collateral Agent and is replaced by the Successor Collateral Agent under the Credit Agreement, the Intellectual Property Security Agreements and other Loan Documents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereby agree and confirm that:

1. The Existing Collateral Agent has ceased to be the Collateral Agent under the Credit Agreement, the Intellectual Property Security Agreements and other Loan Documents and hereby assigns to the Successor Collateral Agent the entirety of all previous security interests in, to and under the Intellectual Property as reflected in the Intellectual Property Agreements;
2. The Successor Collateral Agent is now the Collateral Agent under the Credit Agreement, the Intellectual Property Security Agreements and other Loan Documents; and
3. Nothing herein shall be deemed to terminate or impair the continuity of the security interest in the Intellectual Property originally granted to the Existing Collateral Agent,

which security interest is now succeeded by and transferred to the Successor Collateral Agent.

All other terms and conditions are more fully set out in the Successor Collateral Agent Agreement. Unless otherwise defined herein or the context otherwise requires, the terms used in this agreement shall have the meanings provided or provided by reference in the Successor Collateral Agent Agreement or other Loan Documents.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

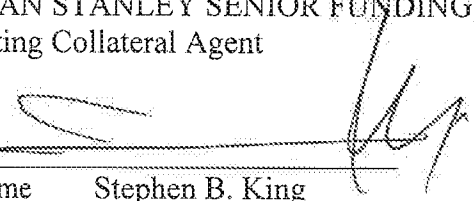
BANK OF AMERICA, N.A.
as Successor Collateral Agent

By: 

Name: Ciara Forrest Bochenek

Title: Vice President

MORGAN STANLEY SENIOR FUNDING, INC.
as Existing Collateral Agent

By: 

Name Stephen B. King
Title Vice President

AGREED AND ACKNOWLEDGED:

CENTRAL REFRIGERATED SERVICE, LLC
(f.k.a. CENTRAL REFRIGERATED
SERVICE, INC.)
SWIFT TRANSPORTATION CO., LLC
SWIFT TRANSPORTATION CO. OF ARIZONA,
LLC

By: Virginia Henkels
Name: Virginia Henkels
Title: Chief Financial Officer, Executive Vice
President and Treasurer

Schedule A

Registered Trademarks

| Country | Trademark | Registration No. | Registration Date | Registered Owner |
|---------|---|------------------|-------------------|-------------------------------|
| 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 | SWIFT | 3,311,758 | 10/16/07 | Swift Transportation Co., LLC |
| USA |  | 3,120,304 | 7/25/06 | Swift Transportation Co., LLC |
| USA | THE CLEAN FLEET | 3,611,862 | 9/16/08 | Swift Transportation Co., LLC |
| USA | SWIFT SOLUTIONS | 3,733,696 | 1/5/10 | Swift Transportation Co., LLC |

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| USA | CENTRAL REFRIGERATED SERVICE, INC. | 3,001,006 | 9/27/2005 | Central Refrigerated Service, Inc. |
| USA | CENTRAL REFRIGERATED SERVICE, INC. | 2,997,156 | 2/20/2005 | Central Refrigerated Service, Inc. |
| USA | www.centralref.com | [Domain Name] | | Central Refrigerated Service, Inc. |

Registered Copyrights

| Country | Title | Registration Number | Registration Date |
|---------|---|---------------------------------|-------------------|
| USA | Swift Transportation Website (www.swifttrans.com) | TXu000705908 | 11/18/2011 |
| USA | Fatigue and sleepiness among drivers: a multifaceted approach to researching the prevalence of driver fatigue as a causal factor in accident frequency and severity | TXu000705908¹ | 3/25/1996 |
| USA | 3 and ½ weeks | TXu000731422² | 4/16/1996 |

Issued Patents

| Country | Patent No. | Issue Date | Record Owner | Title |
|---------|------------|------------|--------------|-------------------------------|
| USA | 7,336,159 | 2/26/2008 | Swift | System, Method and Device for |

¹ Note that this registration number is incorrect, but it appeared this way in the Copyright Security Agreement dated as of June 9, 2014. The correct registration number for this work is TX0007454064.

² This copyright was incorrectly registered in the United States Copyright Office. The copyright claimant was listed as Sarah S. Ellis; however, the authorship on application field provides: "M.S. Carriers, employer for hire of Sarah S. Ellis." An assignment from M.S. Carriers, LLC, as successor by conversion to M.S. Carriers, Inc., to Swift Transportation Co. of Arizona, LLC has been filed for recordation with the United States Copyright Office.

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|--|-----------|-----------|----------------------------|---|
| | 11/279441 | 4/12/2006 | Transportation Co., LLC | Retrofitting Tractor-Trailer Communications System |
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