

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
USA Truck, Inc.		01/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as agent		
Street Address:	135 S. LaSalle Street		
Internal Address:	Suite 927		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5405829	USA TRUCK DEDICATED	
Registration Number:	5405846	USA TRUCK TRUCKLOAD	
Registration Number:	5505856	USAT LOGISTICS	
Registration Number:	5505857	USAT LOGISTICS	
Registration Number:	5367637		
Serial Number:	88276693	USAT CAPACITY SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	3126984520		
<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:	312 849 8102		
Email:	edavenport@mcguirewoods.com		
Correspondent Name:	Sravani Nichanammatlu, McGuireWoods LLP		
Address Line 1:	77 West Wacker Drive		
Address Line 2:	Suite 4100		
Address Line 4:	Chicago, ILLINOIS 60601-1818		
NAME OF SUBMITTER:	Sravani Nichanammatlu		
SIGNATURE:	/Sravani Nichanammatlu/		
DATE SIGNED:	01/31/2019		

OP \$165.00 5405829

Total Attachments: 7

source=BABC USA Truck - Trademark Security Agreement (Amended and Restated Loan and Security Agreement) EXECUTED#page1.tif

source=BABC USA Truck - Trademark Security Agreement (Amended and Restated Loan and Security Agreement) EXECUTED#page2.tif

source=BABC USA Truck - Trademark Security Agreement (Amended and Restated Loan and Security Agreement) EXECUTED#page3.tif

source=BABC USA Truck - Trademark Security Agreement (Amended and Restated Loan and Security Agreement) EXECUTED#page4.tif

source=BABC USA Truck - Trademark Security Agreement (Amended and Restated Loan and Security Agreement) EXECUTED#page5.tif

source=BABC USA Truck - Trademark Security Agreement (Amended and Restated Loan and Security Agreement) EXECUTED#page6.tif

source=BABC USA Truck - Trademark Security Agreement (Amended and Restated Loan and Security Agreement) EXECUTED#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of January, 2019, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **BANK OF AMERICA, N.A.**, a national banking association ("Bank of America"), in its capacity as agent for each member of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement dated as of January 31, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and among USA Truck, Inc., a Delaware corporation ("USA Truck"), the Subsidiaries of USA Truck signatory thereto from time to time as borrowers, the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), Agent, and the other Persons party thereto from time to time, and in order to obtain the benefits referred to therein, each Grantor has granted to Agent, on behalf of itself and the other Secured Parties, a security interest in substantially all of Grantor's personal property and assets, pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, each Grantor has agreed to execute this Trademark Security Agreement in respect of its Collateral for recording with the US PATENT AND TRADEMARK OFFICE and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement or, if not defined therein, in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the ratable benefit of the Secured Parties, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (A) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I, (B) all renewals thereof, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (D) the right to sue for past, present and future infringements and dilutions thereof, (E) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (F) all of each Grantor's rights corresponding thereto throughout the world;

(b) (A) any licenses or other similar rights provided to the Grantor in or with respect to Intellectual Property owned or controlled by any other Person, and (B) any licenses or other similar rights provided to any other Person in or with respect to Intellectual Property owned or controlled by the Specified Party, in each case, including (x) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Grantor pursuant to end-user licenses), (y) the license agreements listed on Schedule I, and (z) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Agent's rights under the Loan Documents; and

(c) any and all proceeds of the foregoing.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. RECORDATION. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

7. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

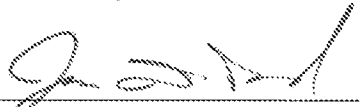
8. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 14.14, 14.15 AND 14.16 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

USA TRUCK, INC.

By:  _____

Name: James D. Reed

Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006546 FRAME: 0698

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

BANK OF AMERICA, N.A., as Agent

By: *Philip Nomura*

Name: Phil Nomura






Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 006546 FRAME: 0699**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration Date
	USA Truck, Inc.	Registered	5405829	Feb. 20, 2018
	USA Truck, Inc.	Registered	5405846	Feb. 20, 2018
USAT LOGISTICS	USA Truck, Inc.	Registered	5505856	July 3, 2018
	USA Truck, Inc.	Registered	5505857	July 3, 2018
	USA Truck, Inc.	Registered	5367637	Jan. 2, 2018
	USA Truck, Inc.	Filed	Application No. 88/276,693	Jan 25, 2019

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.