

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM604719

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Covenant Logistics, Inc.		10/23/2020	Corporation: NEVADA
Landair Transport, Inc.		10/23/2020	Corporation: TENNESSEE
Landair Logistics, Inc.		10/23/2020	Corporation: TENNESSEE
Landair Leasing, Inc.		10/23/2020	Corporation: TENNESSEE
Transport Management Services, LLC		10/23/2020	Limited Liability Company: TENNESSEE
Landair Holdings, Inc.		10/23/2020	Corporation: TENNESSEE
Covenant Transport, Inc.		10/23/2020	Corporation: TENNESSEE
CTG Leasing Company		10/23/2020	Corporation: NEVADA
Southern Refrigerated Transport, Inc.		10/23/2020	Corporation: ARKANSAS
Covenant Asset Management, LLC		10/23/2020	Limited Liability Company: NEVADA
Covenant Transport Solutions, LLC		10/23/2020	Limited Liability Company: NEVADA
Star Transportation, Inc.		10/23/2020	Corporation: TENNESSEE
Covenant Logistics Group, Inc.		10/23/2020	Corporation: NEVADA

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A., as Agent
<b>Street Address:</b>	3455 Peachtree Road NE, 12th Floor
<b>Internal Address:</b>	Mailcode GA7-024-12-05
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30326
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
<b>Serial Number:</b>	88748357	COVENANT
<b>Serial Number:</b>	85972820	
<b>Serial Number:</b>	74400271	LANDAIR TRANSPORT, INC.
<b>Serial Number:</b>	86180805	LANDAIR

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86180682	LANDAIR
Serial Number:	86180719	GUARANTEED VALUE ACCELERATION
Serial Number:	86180752	SERVICE BEYOND PERFORMANCE
Serial Number:	88298238	TRUCKERPOINTS

**CORRESPONDENCE DATA**

**Fax Number:** 4044435599  
*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:** 4044435626  
**Email:** tlockley@mcguirewoods.com  
**Correspondent Name:** Tequira Lockley - Paralegal  
**Address Line 1:** 1230 Peachtree Street, N.E., Suite 2100  
**Address Line 2:** McGuireWoods LLP  
**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	2039261.0077
<b>NAME OF SUBMITTER:</b>	Tequira Lockley
<b>SIGNATURE:</b>	//Tequira Lockley//
<b>DATE SIGNED:</b>	10/23/2020

**Total Attachments: 8**  
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**JOINDER AGREEMENT AND SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

This **JOINDER AGREEMENT AND SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT** (this “Agreement”), is dated as of October 23, 2020, among (i) **COVENANT LOGISTICS, INC.**, a Nevada corporation (“CLI”), **LANDAIR TRANSPORT, INC.**, a Tennessee corporation (“LA Transport”), **LANDAIR LOGISTICS, INC.**, a Tennessee corporation (“LA Logistics”), **LANDAIR LEASING, INC.**, a Tennessee corporation (“LA Leasing”), **TRANSPORT MANAGEMENT SERVICES, LLC**, a Tennessee limited liability company (“TMS”), and **LANDAIR HOLDINGS, INC.**, a Tennessee corporation (“LA Holdings”; CLI, LA Transport, LA Logistics, LA Leasing, TMS and LA Holdings referred to herein collectively, as “New Grantors”, and individually, as a “New Grantor”); and (ii) **COVENANT TRANSPORT, INC.**, a Tennessee corporation (“CTI”), **CTG LEASING COMPANY**, a Nevada corporation (“CTGL”), **SOUTHERN REFRIGERATED TRANSPORT, INC.**, an Arkansas corporation (“SRT”), **COVENANT ASSET MANAGEMENT, LLC**, a Nevada limited liability company (“CAM”), **COVENANT TRANSPORT SOLUTIONS, LLC**, a Nevada limited liability company formerly known as Covenant Transport Solutions, Inc. (“CTS”), **STAR TRANSPORTATION, INC.**, a Tennessee corporation (“Star”), and **COVENANT LOGISTICS GROUP, INC.**, a Nevada corporation formerly known as Covenant Transportation Group, Inc. (“Parent”; CTI, CTGL, SRT, CAM, CTS, Star and Parent referred to herein collectively, as “Existing Grantors”, and individually, as an “Existing Grantor”; New Grantors and Existing Grantors referred to herein collectively, as “Grantors”, and individually, as a “Grantor”); in favor of **BANK OF AMERICA, N.A.**, a national banking association, as agent (in such capacity, “Agent”) for certain financial institutions (“Lenders”) party from time to time to that certain Third Amended and Restated Credit Agreement dated as of September 23, 2008, among Grantors, Agent and Lenders (as at any time amended, restated, supplemented or otherwise modified, the “Credit Agreement”). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Trademark Security Agreement (defined below).

A. Existing Grantors and Agent are parties to a certain Trademark Security Agreement dated as of September 23, 2008 (as at any time amended prior to the date hereof, the “Trademark Security Agreement”).

B. Pursuant to transactions consummated prior to the date hereof, New Grantors joined the Credit Agreement and other Loan Documents (as defined in the Credit Agreement), including the Trademark Security Agreement, as an Obligor thereunder. In connection with each New Grantor’s joinder, such New Grantor granted to Agent a security interest and lien in certain personal property of such Grantor including, without limitation, its United States registered trademarks and trademark applications.

C. Grantors, Agent and Lenders are parties to a certain Eighteenth Amendment to Third Amended and Restated Credit Agreement dated as of the date hereof (the “Eighteenth Amendment”). A condition to the effectiveness of the Eighteenth Amendment is the execution and delivery of this Agreement by Grantors.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. By its signature below, each New Grantor hereby agrees that it is a “Grantor” under, bound by and subject to all of the provisions of the Trademark Security Agreement, as modified and supplemented by this Agreement, with the same force and effect as if such New Grantor was an original signatory thereto and a “Grantor” thereunder on the effective date thereof, and such New Grantor hereby agrees to abide by and perform all of its obligations as a “Grantor” under the Trademark Security Agreement, as modified and supplemented by this Agreement. Each reference to a “Grantor” in the Trademark Security Agreement, as

modified and supplemented by this Agreement, shall be understood to mean and include each New Grantor as well as Existing Grantors. The terms of the Trademark Security Agreement are hereby incorporated into this Agreement by reference.

2. To secure the prompt payment and performance of all of the Obligations (as defined in the Credit Agreement), each New Grantor hereby grants to Agent, on behalf of itself and the Secured Parties, a security interest in all of such New Grantor's right, title and interest in and to the following, whether presently existing or hereafter acquired (collectively, the "Trademark Collateral") to secure the Obligations:

(a) the United States registered trademarks and trademark applications referred to on **Schedule I** hereto, as **Schedule I** hereto and Schedule I to the Trademark Security Agreement may be supplemented from time to time by supplements to the Credit Agreement and the Trademark Security Agreement which may be executed and delivered by Grantors to Agent from time to time;

(b) any goodwill related to the foregoing;

(c) any and all claims for damages for past, present and future infringement with respect to the foregoing; and

(d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present and future (i) infringement or dilution of any such trademark, or (ii) injury to the goodwill associated with any such trademark; provided; however that the Trademark Collateral shall not include any Excluded Assets.

3. To secure the prompt payment and performance of all of the Obligations (as defined in the Credit Agreement), CTI hereby grants to Agent, on behalf of itself and the Secured Parties, a security interest in all of such CTI's right, title and interest in and to the following, whether presently existing or hereafter acquired (collectively, the "Trademark Collateral") to secure the Obligations:

(a) the United States registered trademarks and trademark applications referred to on **Schedule I** hereto, which supplements **Schedule I** to the Trademark Security Agreement;

(b) any goodwill related to the foregoing;

(c) any and all claims for damages for past, present and future infringement with respect to the foregoing; and

(d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present and future (i) infringement or dilution of any such trademark, or (ii) injury to the goodwill associated with any such trademark; provided; however that the Trademark Collateral shall not include any Excluded Assets.

4. The parties hereto agree that this Agreement may be attached to the Trademark Security Agreement, and that the Trademarks listed on **Schedule I** hereto shall be and become a part of the Trademark Collateral referred to in the Trademark Security Agreement and shall secure the Obligations on the terms and conditions of the Trademark Security Agreement.

5. Each Grantor represents and warrants to Agent that this Agreement has been duly authorized, executed and delivered by such Grantor and constitutes a legal, valid and binding obligation of such Grantor enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

6. Except as otherwise expressly provided in this Agreement, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction. If any provision in or obligation under this Agreement shall be invalid, illegal or otherwise unenforceable in any jurisdiction, then the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby.


7. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

NEW GRANTORS:

**COVENANT LOGISTICS, INC.**

By: 

Name: David R. Parker

Title: Chief Executive Officer, President, Secretary, and Treasurer

**LANDAIR TRANSPORT, INC.**

By: 

Name: M. Paul Bunn

Title: Vice President, Secretary, and Treasurer

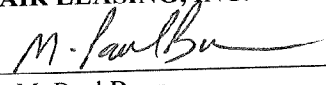
**LANDAIR LOGISTICS, INC.**

By: 

Name: M. Paul Bunn

Title: Vice President, Secretary, and Treasurer

**LANDAIR LEASING, INC.**

By: 

Name: M. Paul Bunn

Title: Vice President, Secretary, and Treasurer

**TRANSPORT MANAGEMENT SERVICES, LLC**

By: 

Name: M. Paul Bunn

Title: Vice President and Secretary

**LANDAIR HOLDINGS, INC.**

By: 

Name: M. Paul Bunn

Title: Vice President, Secretary, and Treasurer

[Signatures continued on next page]

[Joinder Agreement and Supplement to Trademark Security Agreement]

EXISTING GRANTORS:

**COVENANT TRANSPORT, INC.**

By: M. Paul Bunn  
Name: M. Paul Bunn  
Title: Executive Vice President, Chief Financial Officer,  
and Secretary

**CTG LEASING COMPANY**

By: M. Paul Bunn  
Name: M. Paul Bunn  
Title: Vice President and Secretary

**SOUTHERN REFRIGERATED TRANSPORT, INC.**

By: M. Paul Bunn  
Name: M. Paul Bunn  
Title: Vice President and Secretary

**COVENANT ASSET MANAGEMENT, LLC**

By: M. Paul Bunn  
Name: M. Paul Bunn  
Title: Vice President and Secretary

**COVENANT TRANSPORT SOLUTIONS, LLC**

By: M. Paul Bunn  
Name: M. Paul Bunn  
Title: Vice President, Chief Financial Officer, and Secretary

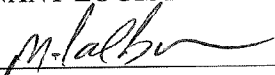
**STAR TRANSPORTATION, INC.**

By: M. Paul Bunn  
Name: M. Paul Bunn  
Title: Vice President and Secretary

[Signatures continued on next page]

[Joinder Agreement and Supplement to Trademark Security Agreement]

**COVENANT LOGISTICS GROUP, INC.**

By: 

Name: M. Paul Bunn

Title: Executive Vice President, Chief Financial Officer, and  
Secretary

[Signatures continued on next page]

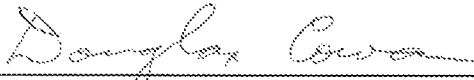
[Joinder Agreement and Supplement to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007084 FRAME: 0687**



ACCEPTED AND AGREED:

**BANK OF AMERICA, N.A.**, as Agent

By:   
Name: Douglas Cowan  
Title: Senior Vice President

**SCHEDULE I**

**Registered Trademarks and Trademark Applications**

<u>Grantor</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
Covenant Transport, Inc.	Wordmark "COVENANT"	88748357	N/A	Application Date: Jan. 6, 2020
Covenant Transport, Inc.	Drawing Map & Scroll (color)	85972820	4504528	April 1, 2014
Landair Holdings, Inc.	Design plus Wordmark "LANDAIR TRANSPORT, INC."	74400271	1825516	Mar. 8, 1994
Landair Holdings, Inc.	Design plus Wordmark "LANDAIR"	86180805	4680830	Feb. 3, 2015
Landair Holdings, Inc.	Wordmark "LANDAIR"	86180682	4683790	Feb. 10, 2015
Landair Holdings, Inc.	Wordmark "GUARANTEED VALUE ACCELERATION"	86180719	4670044	Jan. 13, 2015
Landair Holdings, Inc.	Wordmark "SERVICE BEYOND PERFORMANCE"	86180752	4677668	Jan. 27, 2015
Covenant Transport, Inc.	Wordmark "TRUCKERPOINTS"	88298238	5839546	Aug. 20, 2019