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02-05-2002

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

01-28-2002

U.S. Patent & TMO/TM Mail Rpt Dt. #22



101972222

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Road Runner Transportation, Inc.

1-28-02

- Individual(s)
- General Partnership
- Corporation - State of Minnesota
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Bank of America, National Association

Internal Address: _____

Street Address: 901 Main Street, 6th Floor

City: Dallas State Texas ZIP: 75202

- Individual(s) citizenship _____
- Association National Banking Association
- General Partnership
- Limited Partnership
- Corporation- _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: November 9, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

~~2,230,875~~
1,880,616
1,813,153

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Andre M. Szuwalski
Jenkins & Gilchrist, P.C.
Internal Address: _____

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed \$90.00
- Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:
10-0447

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Andre M. Szuwalski
Name of Person Signing

Signature

1/18/02

Date

02/04/2002 GTDN11 00000118 2230875

Total number of pages comprising cover sheet: 1

01 FC:481
02 FC:482

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50.00 DP

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TRADEMARK SECURITY AGREEMENT

(Road Runner Transportation, Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between ROAD RUNNER TRANSPORTATION, INC., a Minnesota corporation ("Debtor"), and BANK OF AMERICA, NATIONAL ASSOCIATION ("Secured Party"), acting in its capacity as Administrative Agent pursuant to certain Third Amended and Restated Credit Agreement dated as of November 9, 2001 (as the same may be amended, modified, supplemented, renewed, extended, restated or replaced from time to time, the "Credit Agreement") among Debtor, certain subsidiaries of Debtor, Secured Party and each of the Lenders party thereto.

R E C I T A L S:

A. The Debtor and the Secured Party have entered into that certain Amended and Restated Pledge and Security Agreement, dated as of November 9, 2001 (as the same may be amended, modified, supplemented, renewed, extended, restated or replaced from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Secured Party a lien and continuing security interest in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any

Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

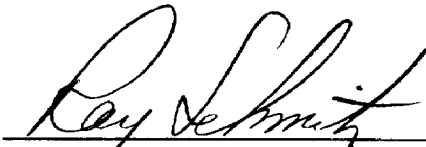
The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 9th day of November, 2001.

DEBTOR:

ROAD RUNNER TRANSPORTATION, INC.

By: 
Ray E. Schmitz, Vice President

SECURED PARTY:

BANK OF AMERICA, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Suzanne M. Paul, Vice President

Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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DEBTOR:

ROAD RUNNER TRANSPORTATION, INC.

By: _____
Ray E. Schmitz, Vice President

SECURED PARTY:

BANK OF AMERICA, NATIONAL ASSOCIATION,
as Administrative Agent

By:  _____
Suzanne M. Paul, Vice President

ACKNOWLEDGMENT

STATE OF Texas)
)
COUNTY OF Dallas)

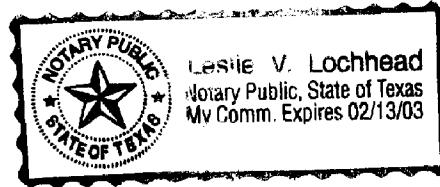
This instrument was acknowledged before me this 14 day of Nov, 2001, by Ray E. Schmitz, as Vice President of Road Runner Transportation, Inc., a Minnesota corporation, on behalf of such corporation.

{Seal}

Leslie V. Lochhead

Notary Public in and for the State of

My commission expires: _____



STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by Suzanne M. Paul, as Vice President of Bank of America, National Association, on behalf of such corporation.

{Seal}

Notary Public in and for the State of

My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, _____, by Ray E. Schmitz, as Vice President of Road Runner Transportation, Inc., a Minnesota corporation, on behalf of such corporation.

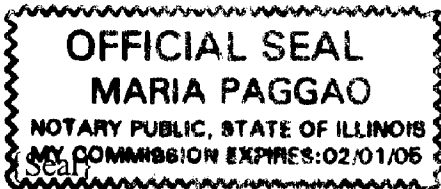
{Seal}

Notary Public in and for the State of _____

My commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

This instrument was acknowledged before me this 14th day of Nov., 2001, by Suzanne M. Paul, as Vice President of Bank of America, National Association, on behalf of such corporation.



Maria Paggao
Notary Public in and for the State of Illinois

My commission expires: 2/1/05

Schedule 1
to
Trademark Security Agreement

FEDERAL TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
Road Runner Transportation, Inc.	USA	Desert Bird	2,230,875	5/15/98	3/9/09	
Road Runner Transportation, Inc.	USA	:AM EXPRESS & Design	1,880,616			
Road Runner Transportation, Inc.	USA	:AM EXPRESS & Design	1,813,153			

STATE TRADEMARKS

Owner of Record	Trademark	State	Serial No.	Filing Date

TRADEMARK LICENSES

Agreement	Parties	Date of Agreement

DALLAS2 842344v1 46715-01109

RECORDED: 01/28/2002

**TRADEMARK
REEL: 002437 FRAME: 0152**