

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CENTRAL FREIGHT LINES, INC.		01/31/2005	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF AMERICA, N.A.
<b>Street Address:</b>	901 Main Street
<b>Internal Address:</b>	22nd Floor
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2546687	LOADED WITH PRIDE
Registration Number:	2533963	THE TRADITION CONTINUES

**CORRESPONDENCE DATA**

Fax Number: (214)200-0458  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214-651-5665  
 Email: april.reasoner@haynesboone.com  
 Correspondent Name: Randall E. Colson  
 Address Line 1: Haynes and Boone, LLP  
 Address Line 2: 901 Main Street, Suite 3100  
 Address Line 4: Dallas, TEXAS 75202

<b>NAME OF SUBMITTER:</b>	Randall E. Colson
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<b>Signature:</b>	/Randall E. Colson/
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**CH \$65.00 2546687**

Date:

02/04/2005

Total Attachments: 4

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*"), dated as of January 31, 2005, is made by CENTRAL FREIGHT LINES, INC., a Texas corporation ("*Grantor*") in favor of BANK OF AMERICA, N.A., in its capacity as Agent (herein so called) for Lenders (defined below).

### RECITALS

A. Pursuant to that certain Credit Agreement dated as of January 31, 2005, by and among Grantor, as borrower, Agent, and certain lenders ("*Lenders*") (including all annexes, exhibits, and schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "*Credit Agreement*"), Lenders have agreed to make the Loans and issue Letters of Credit on behalf of Grantor;

B. That certain Security Agreement, dated as of the date hereof, executed by Grantor in favor of Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"), is integral to the transactions contemplated by the Loan Documents, and its execution and delivery is a condition precedent to Lenders' obligations to extend credit under the Loan Documents;

C. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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, Grantor agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in *Annex A* to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest (*except* for Permitted Liens) in all right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Trademark Collateral*"):

(a) all of its trademarks, trade styles, trade names, company names, business names, fictitious business names, service marks, certification marks, collective marks, logos, and other business identifiers, trademark and service mark applications and registrations, trademark applications, trademark registrations, and any licenses related to any of the foregoing to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any income, royalties, and awards and any claim by Grantor against third parties for past, present, or future (i) infringement or dilution of any trademark or trademark licensed under any trademark license, trade style, trade name, company name, business name,

fititious business name, service mark, certification mark, collective mark, logo, or other business identifier, or (ii) injury to the goodwill associated with any of the foregoing.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Trademark Security Agreement is subject to the applicable provisions of *Section 25* of the Security Agreement, including, without limitation, the provisions relating to GOVERNING LAW, CHOICE OF FORUM, AND SERVICE OF PROCESS, all of which are incorporated into this Trademark Security Agreement by reference the same as if set forth in this Trademark Security Agreement verbatim.

[REMAINDER OF PAGE INTENTIONALLY BLANK.  
SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CENTRAL FREIGHT LINES, INC.**, a Texas corporation, as Grantor

By: Jeff Hale  
Name: Jeff Hale  
Title: CEO

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

1. "Loaded With Pride"

<b>Serial Number</b>	76164773
<b>Filing Date</b>	November 13, 2000
<b>Registration Number</b>	2546687
<b>Registration Date</b>	March 12, 2002
<b>Owner</b>	Central Freight Lines, Inc., a Texas corporation
<b>Type of Mark</b>	Service Mark

2. "The Tradition Continues"

<b>Serial Number</b>	76164770
<b>Filing Date</b>	November 13, 2000
<b>Registration Number</b>	2533963
<b>Registration Date</b>	January 29, 2002
<b>Owner</b>	Central Freight Lines, Inc., a Texas corporation
<b>Type of Mark</b>	Service Mark