

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transport Corporation of America, Inc.		01/12/2011	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	135 South LaSalle Street, Suite 940		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2864166	TRANSPORT AMERICA	
Registration Number:	2385332	TRANSPORT AMERICA	
CORRESPONDENCE DATA			
Fax Number:	(212)755-7306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-326-3939		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	JONES DAY		
Address Line 1:	222 East 41st Street		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	739326-635002		
NAME OF SUBMITTER:	Ajay Mago		
Signature:	/Ajay Mago/		

CH \$65.00 2864166

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TRADEMARK
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Date:

01/19/2011

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 12, 2011 (this "Agreement"), is made by Transport Corporation of America, Inc., a Minnesota corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as agent (the "Agent"), for itself and the Lenders (as such term is defined below).

RECITALS

WHEREAS, the Grantor has entered into a Loan, Security and Guaranty Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with certain affiliates of the Grantor, the financial institutions from time to time party thereto (collectively, the "Lenders") and the Agent, providing for extensions of credit and other financial accommodations to be made to the Grantor by the Agent and the Lenders;

WHEREAS, Agent and the Lenders are willing to make the extensions of credit and other financial accommodations to the Grantor as provided in the Loan Agreement, upon the condition, among others, that the Grantor shall have entered into this Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, in each case, for the ratable benefit of the Lenders and (to the extent provided in the Loan Agreement) their Affiliates, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) all of its rights, priorities and privileges relating to (i)(A) all trademarks, trade names, corporate names, the company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing

referred to in Schedule 1 attached hereto, and all continuations and extensions thereof and (B) the right to obtain all renewals thereof (“Trademarks”), and (ii) each agreement, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, in the case of clauses (i) and (ii) above, whether arising under United States, multinational or foreign laws or otherwise, including those set forth on Schedule 1 attached hereto, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

(b) all books and records pertaining to any of the foregoing;

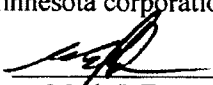
(c) all Proceeds and products of any of the foregoing.

3. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Loan Agreement and are not intended to increase the rights of the Agent or the obligations of the Grantor beyond the rights and obligations contained in the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the 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 the terms of this Agreement and the Loan Agreement are in conflict, the terms of the Loan Agreement should prevail.

[Signature Page Follows]

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

TRANSPORT CORPORATION OF
AMERICA, INC.
a Minnesota corporation

By: 
Name: Mark J. Emmen
Its: CFO, Vice President and Secretary

ACKNOWLEDGED:

BANK OF AMERICA, N.A.
as Agent

By: _____
Name: Steven J. Chalmers
Title: Vice President

[Signature Page to Trademark Security Agreement]

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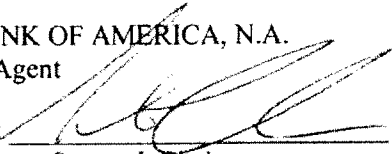
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AMERICA, INC.
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Its: CFO, Vice President and Secretary

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By: 
Name: Steven J. Chalmers
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[Signature Page to Trademark Security Agreement]

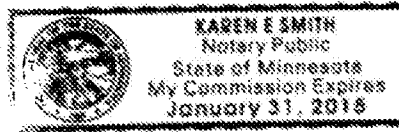
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TRADEMARK
REEL: 004455 FRAME: 0881

STATE OF Minnesota)
)ss.
COUNTY OF Dakota)

On this 10th day of January 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark J. Emmen to me personally known, who, being by me duly sworn, did say that he is the Chief Financial Officer of **TRANSPORT CORPORATION OF AMERICA, INC.**, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Mark J. Emmen as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him/her voluntarily executed.

Karen E. Smith
Notary Public



[NOTARIAL SEAL]

My commission expires 1-31-2015.

[Signature Page to Trademark Security Agreement]

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TRADEMARK
REEL: 004455 FRAME: 0882

Schedule 1

to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>Serial No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Trademark</u>
76442470	2864166	07/20/04	TRANSPORT AMERICA (design plus words, letters, and/or numbers)
75747725	2385332	09/12/00	TRANSPORT AMERICA (words, letters, and/or numbers in stylized form)

U.S. TRADEMARK APPLICATIONS

MARK

APPL. NO.

DATE

None.