

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344586

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		06/15/2015	national banking association: MINNESOTA
RECEIVING PARTY DATA			
Name:	Swift Transportation Co., LLC		
Street Address:	2200 S. 75th Avenue		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85043		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86139334	DELIVERING A BETTER LIFE	
Serial Number:	86139345	THE THINGS WE MOVE, MOVE US	
Registration Number:	4584534	SWIFT	
Registration Number:	4572541	SWIFT	
Registration Number:	4605283	S	
Registration Number:	4584536	S	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127352811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom		
Address Line 1:	Four Times Square		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	136120.2		
NAME OF SUBMITTER:	Monique L. Ribando		
SIGNATURE:	/Monique L. Ribando/		
DATE SIGNED:	06/15/2015		

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Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of June 15, 2015 (this "Release"), is made by U.S. BANK NATIONAL ASSOCIATION, a national banking association located at 60 Livingston Avenue, St. Paul, Minnesota 55107, as a secured party ("Secured Party"), in favor of SWIFT TRANSPORTATION CO., LLC, a Delaware limited liability company located at 2200 S. 75th Avenue, Phoenix, Arizona 85043 ("Grantor"). Capitalized terms used in this Release but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement (as defined below).

WHEREAS, Grantor executed and delivered a Pledge and Security Agreement in favor of the Secured Party, among others, dated as of December 21, 2010 and amended as of June 9, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor was required to execute and deliver a Trademark Security Agreement, dated as of March 10, 2014 ("Trademark Security Agreement"), and to grant to the Secured Party for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of Grantor's right, title and interest in the Trademark Collateral (as defined below) to secure all the Secured Obligations;

WHEREAS, pursuant to the Trademark Security Agreement, Grantor granted to the Secured Party, for its benefit and the ratable benefit of other secured parties, a continuing security interest in all of Grantor's right, title and interest in the United States, whether then or thereafter existing, owned or acquired by such Grantor, and wherever located, in and to the trademarks listed on Schedule A (the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement dated as of March 10, 2014, was recorded in the United States Patent and Trademark Office on October 14, 2014, at Reel/Frame 5383/0509; and

WHEREAS, the Secured Obligations have been fully paid and performed and the Secured Party has agreed to terminate the Trademark Security Agreement and release its security interest in all Trademark Collateral.

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

1. Release of Lien. The Secured Party hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases any and all liens and security interests that it has in and to the Trademark Collateral.

2. Authorization to Record. The Secured Party authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Release.

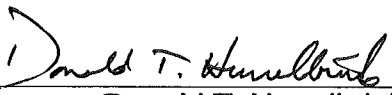
3. Further Assurances. The Secured Party shall take, at Grantor's expense, all further actions and provide to Grantor, its successors, assigns or other legal representatives all such cooperation and assistance (including, without limitation, the execution and delivery of documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

4. Governing Law. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.



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IN WITNESS WHEREOF, the Secured Party has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered by its Authorized Officer as of the date first above written.

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: **Donald T. Hurrelbrink**
Title: **Vice President**

SCHEDULE A

<u>TRADEMARK</u>	<u>REG./ (APP.) NO.</u>	<u>REG./ (APP.) DATE</u>	<u>OWNER</u>
DELIVERING A BETTER LIFE	(86/139,334)	(12/10/2013)	Swift Transportation Co., LLC
THE THINGS WE MOVE, MOVE US	(86/139,345)	(12/10/2013)	Swift Transportation Co., LLC
SWIFT	4,584,534	8/12/2014	Swift Transportation Co., LLC
SWIFT	4,572,541	7/22/2014	Swift Transportation Co., LLC
	4,605,283	9/16/2014	Swift Transportation Co., LLC
	4,584,536	8/12/2014	Swift Transportation Co., LLC