

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Release		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Madison Capital Funding, LLC, as Administrative Agent		05/06/2005	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lone Star Overnight, L.P.		
<b>Street Address:</b>	1601 Headway Circle		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78754		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2829448	LONE STAR OVERNIGHT	
Registration Number:	2808124	LONE STAR OVERNIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-783-2700		
<b>Email:</b>	pagodoa@federalresearch.com		
<b>Correspondent Name:</b>	CBC Companies dba Federal Research		
<b>Address Line 1:</b>	1030 Fifteenth Street, NW, Suite 920		
<b>Address Line 2:</b>	attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		
<b>Signature:</b>	/pja/		
<b>Date:</b>	05/11/2005		

**CH \$65.00 2829448**

**TRADEMARK**

**Total Attachments: 6**

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## TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this "Agreement") dated as of May 6, 2005, is made between Lone Star Overnight, L.P., a Texas limited partnership (the "Debtor") and Madison Capital Funding LLC for itself, as administrative agent for the Lenders (as defined below) (in such capacity, the "Agent"). Capitalized terms used herein, but otherwise not defined, shall have the meanings ascribed to them in the Credit Agreement (as defined below).

### RECITALS

A. WHEREAS, the LSO Acquisition Corp., a Delaware corporation (the "Borrower"), the general partner of the Debtor, entered into that certain Credit Agreement dated as of December 31, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, the financial institutions party thereto (the "Lenders") and Agent, wherein the Lenders agreed, among other things, to provide term and revolving loans to the Borrower.

B. WHEREAS, in connection with the Credit Agreement, to secure the repayment of the debt, obligations and liabilities (collectively, the "Obligations") of the Borrower to the Agent and the Lenders, the Debtor entered into that certain Guarantee and Collateral Agreement dated as of December 31, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Borrower, the Debtor, Affiliates of the Borrower and the Agent, whereby, among other things, the Debtor granted to the Agent a security interest in certain of its assets.

C. WHEREAS, in order to evidence the pledge and the grant of a security interest under the Security Agreement, the Debtor caused the due execution and delivery of, inter alia, certain filings in the United States Patent and Trademark Office.

D. WHEREAS, the Borrower has requested, and the Agent, on behalf of the Lenders, has agreed, pursuant to that certain Payoff Letter dated as of the date hereof from the Agent to the Borrower, to terminate and release all liens and security interests in the assets of the Borrower and any other Loan Party which were granted to the Agent, as security for the Obligations.

E. WHEREAS, in order to evidence the release of the lien on and security interest in those certain trademarks described on Exhibit A hereto (collectively, the "Trademarks"), the Debtor has requested, and the Agent, on behalf of the Lenders, has agreed to execute and deliver this Agreement.

NOW THEREFORE, with intent to be legally bound hereby and for other good and valuable consideration, receipt of which is hereby acknowledged, the Borrower and the Agent hereby agree as follows:

SECTION 1. Termination, Release and Discharge. The Agent hereby terminates and releases all security interests granted to or held by the Agent in the Trademarks as security for the Obligations under the Credit Agreement and the other Loan Documents. The Agent agrees that each of the Trademarks securing the Obligations is hereby released and discharged (without recourse, representation or warranty) from the security interests granted pursuant to the Loan Documents automatically and without further action by the Agent.

SECTION 2. Effectiveness. This Agreement becomes effective when all parties hereto have executed and delivered a counterpart hereof (including by way of facsimile transmission).

SECTION 3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which, taken together, shall constitute one and the same document.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first set forth above.

**LONE STAR OVERNIGHT, L.P.**

By: LSO Acquisition Corp.,  
its General Partner

By: *Amy R. Hunter*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MADISON CAPITAL FUNDING LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SIGNATURE PAGE TO TRADEMARK RELEASE


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first set forth above.

**LONE STAR OVERNIGHT, L.P.**

By: LSO Acquisition Corp.,  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MADISON CAPITAL FUNDING LLC**

By:   
Name: Trevor Clark  
Title: Managing Director

SIGNATURE PAGE TO TRADEMARK RELEASE

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P.02/03

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**TRADEMARK**  
**REEL: 003081 FRAME: 0697**

**Exhibit A**

**U.S. TRADEMARKS (Registered)**

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Lone Star Overnight, L.P. - star in diamond logo design and trade dress	2829448	April 6, 2004
Lone Star Overnight, L.P. - trade name and service mark	2808124	January 27, 2004