

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lone Star Overnight, L.P.		05/06/2005	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent		
Street Address:	222 N. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2829448	LONE STAR OVERNIGHT	
Registration Number:	2808124	LONE STAR OVERNIGHT	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1030 Fifteenth Street, NW, Suite 920		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		

CH \$65.00 2829448

Date:

05/12/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of this 6th day of May, 2005 by **LONE STAR OVERNIGHT, L.P.**, a Texas limited partnership (“**Grantor**”) in favor of **MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC.**, as Administrative Agent for the financial institutions (the “**Lenders**”) from time to time parties to the Credit Agreement described below (in such capacity, the “**Grantee**”).

W I T N E S S E T H

WHEREAS, LSO Acquisition Corp., a Delaware corporation (“**Borrower**”), Grantee and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) providing for the extensions of credit to be made to Borrower by Lenders; and

WHEREAS, as an indirect subsidiary of the Borrower, Grantor will receive substantial direct and indirect benefits from the loans and other financial accommodations made to the Borrower and accordingly, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, certain affiliates of Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement, hereinafter the “**Obligations**”);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary set forth herein or in the Security Agreement, no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under federal law.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LONE STAR OVERNIGHT, L.P.,
a Texas limited partnership

By: LSO Acquisition Corp., its general partner

By: *Barry R. Hunter*
Name: _____
Title: _____

60365744
Trademark Security Agreement
(Merrill/Lone Star)

TRADEMARK
REEL: 003082 FRAME: 0226

SCHEDULE 1

TRADEMARK REGISTRATIONS

Debtor/Trademark	Trademark	Trademark Registration Number	Date of Registration
Lone Star Overnight, L.P.	Star in square logo design and trade dress	2829448	April 6, 2004
Lone Star Overnight, L.P.	Service mark	2808124	January 27, 2004

TRADEMARK APPLICATIONS

Trademark Application
Description

U.S. Application No.

Date Applied