#### 900239751 11/29/2012

#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GE Business Financial Services,	FORMERLY Merrill Lynch Business Financial Services Inc., as Administrative Agent	04/27/2011	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Lone Star Holdings, LLC
Street Address:	1601 Headway Circle
City:	Austin
State/Country:	TEXAS
Postal Code:	78754
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2829448	LONE STAR OVERNIGHT

## **CORRESPONDENCE DATA**

Fax Number: 8602758299

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 860-275-8285 jscheib@rc.com Email: Correspondent Name: Jacqueline P. Scheib Address Line 1: 280 Trumbull Street Address Line 2: Robinson & Cole LLP

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Jacqueline P. Scheib
Signature:	/Jacqueline P. Scheib/

REEL: 004908 FRAME: 0844

**TRADEMARK** 

Date:	11/29/2012
Total Attachments: 4 source=Release of Trademarks#page1.tif source=Release of Trademarks#page2.tif source=Release of Trademarks#page3.tif source=Release of Trademarks#page4.tif	

#### RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of April 27, 2011 by GE BUSINESS FINANCIAL SERVICES INC. (formerly Merrill Lynch Business Financial Services Inc.), as Administrative Agent ("Grantee").

WHEREAS, Grantee and LONE STAR OVERNIGHT, L.P., a Texas limited partnership ("Grantor"), entered into that certain Trademark Security Agreement, dated as of May 6, 2005 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement granted Grantee a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on <u>Schedule I</u> attached hereto as security for certain obligations of Grantor to Grantee (the "Obligations");

WHEREAS, Grantee recorded the Trademark Security Agreement on May 12, 2005 at Reel 3082, Frame 0222 in the United States Patent and Trademark Office; and

WHEREAS, Grantor has satisfied all of the Obligations and has requested that Grantee release its security interests in the Trademarks.

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

Grantee hereby fully releases and terminates its security interests in and liens on the Trademark Collateral (as defined in the Trademark Security Agreement), including:

- (a) all of Grantor's now existing or hereafter acquired rights, titles and interests in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;
- (b) the goodwill of Grantor's business connected with or symbolized by Trademarks; and
- (c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.

Grantee further agrees, at the sole cost and expense of Grantor, to perform all acts reasonably requested by Grantor to effect the release and termination of its security interests and liens in the Trademarks.

[Signature page follows]

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IN WITNESS WHEREOF, Grantee has caused this Release of Trademarks to be duly executed and delivered as of the day and year first above written.

GE BUSINESS FINANCIAL SERVICES INC. (formerly Merrill Lynch Business Financial Services, Inc. and its division, Merrill Lynch Capital), as Grantee

Name: \_\_\_\_\_\_

Title:

Signature page to Release of Trademarks

# **Schedule I to Release of Trademarks**

<u>Trademark</u>	Registration No.	Registration Date
Lone Star Overnight	2,808,124	01/27/2004
Lone Star Overnight	2,829,448	04/06/2004

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**RECORDED: 11/29/2012**