

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
Golden State Overnight Delivery Service, Inc.		12/23/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	UNION BANK, N.A.
Street Address:	1980 Saturn St., 1st Floor, V01-120
Internal Address:	Attention: Commercial Loan Operations
City:	Monterey Park
State/Country:	CALIFORNIA
Postal Code:	91755
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3615162	GSO GOLDEN STATE OVERNIGHT
Registration Number:	3615163	GSO GOLDEN STATE OVERNIGHT
Registration Number:	4009443	GSO

CORRESPONDENCE DATA

Fax Number: 8586385130  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 858-677-1400  
 Email: susan.reynholds@dlapiper.com  
 Correspondent Name: DLA Piper LLP (US)  
 Address Line 1: 4365 Executive Drive, Suite 1100  
 Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	319678-95
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NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	01/02/2014
Total Attachments: 7 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif source=IPSA#page7.tif	

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of December 23, 2013 (as amended, modified, restated or supplemented from time to time, this "**Intellectual Property Security Agreement**") is by and between Golden State Overnight Delivery Service, Inc., a California corporation ("**Grantor**" or "**Borrower**") and Union Bank, N.A. ("**Bank**").

#### RECITALS

**WHEREAS**, a credit facility has been established in favor of Borrower, pursuant to the terms of that certain Amended and Restated Loan Agreement dated as of December 23, 2013 (as amended, modified, supplemented, restated or extended from time to time, the "**Loan Agreement**") by and among Borrower, GSO Delivery Inc., a Delaware corporation and Bank;

**WHEREAS**, pursuant to the terms of that certain Security Agreement dated as of December 23, 2013 (as amended, modified, supplemented, restated or extended from time to time, the "**Security Agreement**"), Grantor has granted to Bank, a continuing security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral;

**WHEREAS**, this Intellectual Property Security Agreement is required under the terms of the Loan Agreement; and

**NOW, THEREFORE**, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings provided in the Security Agreement and, to the extent not defined therein, the meanings provided in the Loan Agreement.

2. Grant of Security Interest. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, Grantor hereby grants to Bank, a continuing security interest in, and a right to set off against, any and all right, title and interest of Grantor in, to and under all Intellectual Property, whether now owned or existing or owned, acquired, or arising hereafter (including without limitation those Copyrights, Patents and Trademarks listed on Schedules 1, 2 and 3 hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

3. Rights and Remedies. This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement and the other Collateral Documents. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any Person, including Bank, of any or all other rights, powers or remedies.

4. Registered Intellectual Property. Grantor represents and warrants that Schedules 1, 2 and 3 attached hereto set forth any and all Intellectual Property in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. Counterparts. This Intellectual Property Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*[Remainder of Page Left Blank]*

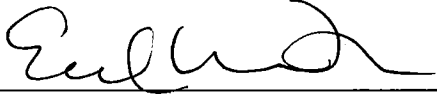
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

7901 Stoneridge Drive, Suite 400  
Pleasanton, CA 94588  
Attn: Chief Financial Officer  
Facsimile No.: (408) 543-8370

GOLDEN STATE OVERNIGHT  
DELIVERY SERVICE, INC.

By: 

Name: Worth Turner

Title: Secretary

BANK:

Address of Bank:

Union Bank, N.A.  
Attn: Commercial Loan Operations  
1980 Saturn St., 1st Floor, V01-120  
Monterey Park, CA 91755  
Facsimile No.: (800) 892-4857

UNION BANK, N.A.

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

with a copy to:

Union Bank, N.A.  
Northern California Commercial Banking Group  
99 Almaden Boulevard, Suite 200  
San Jose, California 95113  
Attention: Steve Ayyar  
Facsimile: (408) 280-7163

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

7901 Stoneridge Drive, Suite 400  
Pleasanton, CA 94588  
Attn: Chief Financial Officer  
Facsimile No.:

GOLDEN STATE OVERNIGHT  
DELIVERY SERVICE, INC.

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

BANK:

Address of Bank:

Union Bank, N.A.  
Attn: Commercial Loan Operations  
1980 Saturn St., 1st Floor, V01-120  
Monterey Park, CA 91755  
Facsimile No.: (800) 892-4857

UNION BANK, N.A.

By: S. Ayyar

Name: STEVE AYYAR

Title: VP

with a copy to:

Union Bank, N.A.  
Northern California Commercial Banking Group  
99 Almaden Boulevard, Suite 200  
San Jose, California 95113  
Attention: Steve Ayyar  
Facsimile: (408) 280-7163

SCHEDULE 1

Copyrights

Description

Registration  
Number

Registration Date

None.

SCHEDULE 2

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
None.		



SCHEDULE 3

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
GSO Golden State Overnight	3,615,162	May 5, 2009
GSO	3,615,163	May 5, 2009
GSO with line symbol	4,009,443	August 9, 2011