

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LONE STAR HOLDINGS, LLC		04/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NXT CAPITAL, LLC, as Agent		
Street Address:	191 North Wacker Drive, Suite 1200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4045360	WE LIVE HERE WE DELIVER HERE	
Registration Number:	4347995	LSO PACKAGE POINTS	
Registration Number:	4347996	LSO PACKAGE POINTS	
Registration Number:	4318993	IT'S ALL IN THE DELIVERY	
Registration Number:	2829448	LONE STAR OVERNIGHT	
Registration Number:	4160674	LSO	
Registration Number:	4459269	SHIP DOESN'T JUST HAPPEN	
Registration Number:	4459155	LSO	
Serial Number:	86081592	LSO GROUND	
Serial Number:	86081589	LSO MEXICO	
Serial Number:	86081583	LSO SATURDAY	
Serial Number:	86081580	LSO 2ND DAY	
Serial Number:	86081577	LSO ECONOMY NEXT DAY	
Serial Number:	86081568	LSO EARLY OVERNIGHT	
Serial Number:	86081586	LSO PLUS	
Serial Number:	86081571	LSO PRIORITY OVERNIGHT	
CORRESPONDENCE DATA			
Fax Number:	3128637806		

OP \$415.00 4045360

TRADEMARK

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

Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher, Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6492.163
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NAME OF SUBMITTER:	Nancy Brougher
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SIGNATURE:	/njb/
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DATE SIGNED:	04/08/2014
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 8th day of April, 2014, by Lone Star Holdings, LLC a Delaware limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of April 8, 2014 among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"; all capitalized terms used but not defined herein shall have the meaning given to such terms in the Collateral Agreement), Grantor has granted to Grantee, for the benefit of Secured Parties, 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, and all products and proceeds thereof, to secure payment and performance of 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 Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof, which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Collateral Agreement, the Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral 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 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.

[Signature page follows]

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

LONE STAR HOLDINGS, LLC

By: 
Name: George S. Stephens
Its: Vice President, Chief Financial Officer,
Secretary and Treasurer

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By: _____
Name: _____
Its: _____

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

LONE STAR HOLDINGS, LLC

By _____
Name _____
Its _____

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By _____
Name Scott E. Gast
Its Managing Director

Schedule 1

Registered Trademarks

SER#	REG#	MARK
85283347	4045360	WE LIVE HERE WE DELIVER HERE
85635897	4347995	LSO PACKAGE POINTS
85635973	4347996	
85714536	4318993	IT'S ALL IN THE DELIVERY
76474967	2829448	
85450586	4160674	LSO
85973097	4459269	SHIP DOESN'T JUST HAPPEN
85938758	4459155	

Applications for Registered Trademarks

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
LSO GROUND	86081592	Pending-Application filed	NA	NA	Lone Star Holdings, LLC

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
		10/03/13			
<u>LSQ MEXICO</u>	<u>86081589</u>	Pending-Application filed 10/03/13	NA	NA	Lone Star Holdings, LLC
<u>LSQ SATURDAY</u>	<u>86081583</u>	Pending-Application filed 10/03/13	NA	NA	Lone Star Holdings, LLC
<u>LSQ 2ND DAY</u>	<u>86081580</u>	Pending-Application filed 10/03/13	NA	NA	Lone Star Holdings, LLC
<u>LSQ ECONOMY NEXT DAY</u>	<u>86081577</u>	Pending-Application filed 10/03/13	NA	NA	Lone Star Holdings, LLC
<u>LSQ EARLY OVERNIGHT</u>	<u>86081568</u>	Pending-Application filed 10/03/13	NA	NA	Lone Star Holdings, LLC
<u>LSQ PLUS</u>	<u>86081586</u>	Pending-Application filed 10/03/13	NA	NA	Lone Star Holdings, LLC
<u>LSQ PRIORITY OVERNIGHT</u>	<u>86081571</u>	Pending-Application filed 10/03/13	NA	NA	Lone Star Holdings, LLC