

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327615

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lone Star Holdings, LLC		12/23/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Petra Growth Fund III, L.P.		
Street Address:	3825 Bedford Avenue, Suite 101		
Internal Address:	c/o Petra Capital Partners III, LLC		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	85283347	WE LIVE HERE WE DELIVER HERE	
Serial Number:	85635897	LSO PACKAGE POINTS	
Serial Number:	85635973	LSO PACKAGE POINTS	
Serial Number:	85714536	IT'S ALL IN THE DELIVERY	
Serial Number:	76474967	LONE STAR OVERNIGHT	
Serial Number:	85450586	LSO	
Serial Number:	85973097	SHIP DOESN'T JUST HAPPEN	
Serial Number:	85938758	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			
TRADEMARK			

Fax Number: 6157420410

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

Phone: 615-742-7944

Email: trademarks@bassberry.com

Correspondent Name: Robert L. Brewer and Martha B. Allard

Address Line 1: 150 3rd Avenue S.

Address Line 2: Suite 2800

Address Line 4: Nashville, TENNESSEE 37201

ATTORNEY DOCKET NUMBER:	108157-195
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NAME OF SUBMITTER:	Martha B. Allard
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SIGNATURE:	/Martha B. Allard/
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DATE SIGNED:	12/30/2014
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 23rd day of December, 2014, by Lone Star Holdings, LLC a Delaware limited liability company ("Grantor"), in favor of PETRA GROWTH FUND III, L.P., a Delaware limited partnership (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates and Grantee are parties to a certain Subordinated Note Purchase Agreement dated as of December 23, 2014 (as the same may be amended or otherwise modified from time to time, the "Note Purchase Agreement"), providing for the purchase of the Note (as defined in the Note Purchase Agreement) from Grantor by Grantee; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 23, 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 "Security Agreement"; all capitalized terms used but not defined herein shall have the meaning given to such terms in the Security Agreement), Grantor has granted to Grantee 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 Security 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 Security 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 Security Agreement, the Security 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 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 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

Title: Executive Vice President, Chief Financial
Officer, Secretary and Treasurer

Agreed and Accepted
As of the Date First Written Above

PETRA GROWTH FUND III, L.P.,
as Grantee

By: Petra Partners III, LLC, its general partner

By _____

Name: Michael W. Blackburn

Its: Managing Member

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

PETRA GROWTH FUND III, L.P.,
as Grantee

By: Petra Partners III, LLC, its general partner

By Michael W. Blackburn
Name: Michael W. Blackburn
Its: Managing Member

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	
86081592	4547054	LSO Ground
86081589	4547053	LSO Mexico
86081583	4547051	LSO Saturday
86081580	4547050	LSO 2ND DAY
86081577	4547049	LSO ECONOMY NEXT DAY

SER#	REG#	MARK
86081568	4547047	LSO EARLY OVERNIGHT
86081586	4529480	LSO PLUS

Applications for Registered Trademarks

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
LSO PRIORITY OVERNIGHT	86081571	Pending-Application filed 10/03/13	NA	NA	Lone Star Holdings, LLC

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