

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452305

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LASERSHIP, INC.		11/22/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, as Agent		
Street Address:	38 FOUNTAIN SQUARE PLAZA, MD 10908F		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	BANKING CORPORATION: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5262500	ELI	
Registration Number:	5234100	LAST MILE SOLUTIONS	
Registration Number:	4940451	LASERSHIP	
Registration Number:	4940448	LS	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<i>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.</i>			
Phone:	202-467-8800		
Email:	jspiantanida@vorys.com		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		
Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS		
Address Line 2:	ATTN: TANYA MARIE CURCIO		
Address Line 4:	COLUMBUS, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	005252-1041		
NAME OF SUBMITTER:	Julie S. Piantanida		
SIGNATURE:	/julie piantanida/		
DATE SIGNED:	11/28/2017		
Total Attachments: 5			

CH \$115.00 5262500

source=First Amendment to Trademark Security Agreement - Laser#page1.tif
source=First Amendment to Trademark Security Agreement - Laser#page2.tif
source=First Amendment to Trademark Security Agreement - Laser#page3.tif
source=First Amendment to Trademark Security Agreement - Laser#page4.tif
source=First Amendment to Trademark Security Agreement - Laser#page5.tif

**FIRST AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") entered into as of November 22, 2017 (the "Effective Date"), by and among LASERSHIP, INC., a Delaware corporation ("LaserShip"), PRESTIGE DELIVERY SYSTEMS, LLC, a Delaware limited liability company ("Prestige"; and, together with LaserShip, each a "Debtor" and, collectively, "Debtors"), each with a principal place of business and mailing address of 1912 Woodford Road, Vienna, VA 22182, and FIFTH THIRD BANK, an Ohio banking corporation ("Agent"), as Agent for the benefit of the Secured Creditors (as defined in the Credit Agreement, as defined below), and is as follows:

Preliminary Statements

A. Debtors, the other Borrowers party thereto, Agent, LC Issuer and the Lenders have entered into that certain Amended and Restated Credit Agreement, dated as of the Effective Date (as the same may further amended, restated, and modified from time to time, the "Credit Agreement").

B. In connection with the Existing Credit Agreement (as defined in the Credit Agreement), Debtors executed and delivered to Agent for the benefit of the Secured Creditors that certain Trademark Security Agreement dated as of October 10, 2014 (the "Trademark Security Agreement"), which Trademark Security Agreement was recorded on October 26, 2014 in the United States Patent and Trademark Office, commencing at Reel No. 5387, Frame No. 0690. Capitalized terms used but not defined herein shall have the meanings provided in the Trademark Security Agreement or the Credit Agreement, as applicable.

C. In connection with the Credit Agreement, Debtors and Agent desire to amend the Trademark Security Agreement to add thereto Trademarks registered by Debtor since the Original Closing Date.

D. Debtors and Agent have agreed that this Amendment be executed and delivered by Debtors to Agent.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in the Credit Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Debtors hereby agree as follows:

1. **Amendments to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented with Trademarks set forth in the document attached hereto as Schedule I. Accordingly, Debtors hereby acknowledge and agree that each mark, registration, and application listed on the Schedule I attached hereto constitutes, and shall be deemed to be, part of the "Trademark Collateral" and the "Trademarks" (as each is defined in the Trademark Security Agreement) for all purposes of the Loan Documents.

2. **Default.** Any default by Debtors in the performance of its obligations under this Amendment shall constitute an Event of Default under the Trademark Security Agreement if not cured after any applicable notice and cure period set forth in the Trademark Security Agreement.

3. Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.

Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are hereby ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtors ratify and reaffirm all grants of Liens to Agent for the benefit of the Secured Creditors on the Trademark Collateral (including, without limitation, the Trademark Collateral set forth on the Schedule I attached hereto) as security for the Obligations (as defined in the Credit Agreement), and Debtors acknowledge and confirm that the grants of the Liens to Agent for the benefit of the Secured Creditors on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. One Agreement; References; Fax Signature. The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement, and any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. Captions. The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. Governing Law. This Amendment shall be governed by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtors and Agent as of the Effective Date.

LASERSHIP, INC.

By: _____
Daniel Jang, Chief Financial Officer

PRESTIGE DELIVERY SYSTEMS, LLC

By: _____
Daniel Jang, Vice President

FIFTH THIRD BANK, as Agent

By: Jeffrey S. Cox
Jeffrey S. Cox, Vice President

SIGNATURE PAGE TO
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006214 FRAME: 0195

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtors and Agent as of the Effective Date.

LASERSHIP, INC.

By: 
Daniel Jang, Chief Financial Officer

PRESTIGE DELIVERY SYSTEMS, LLC

By: 
Daniel Jang, Vice President

FIFTH THIRD BANK, as Agent

By: _____
Jeffrey S. Cox, Vice President

SIGNATURE PAGE TO
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006214 FRAME: 0196

SCHEDULE I

Additional U.S. Trademarks

Owner: Lasership, Inc. – Delaware corporation

Mark	Serial Number	Filing Date	Registration Number	Registration Date
ELI	87126827	08/04/2016	5262500	08/08/2017
LAST MILE SOLUTIONS	87046396	05/23/2016	5234100	06/27/2017
LASERSHIP	86696707	07/17/2015	4940451	04/19/2016
LS	86696676	07/17/2015	4940448	04/19/2016