

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464140

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LaserShip, Inc.		03/01/2018	Corporation: DELAWARE
Prestige Delivery Systems, LLC		03/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ally Bank		
Street Address:	300 Park Avenue		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2416699	LASER COURIER	
Registration Number:	4473419	LS	
Registration Number:	3038731	LASERSHIP	
Registration Number:	4464991	PRESTIGE DELIVERY SYSTEMS, INC.	
Registration Number:	5262500	ELI	
Registration Number:	5234100	LAST MILE SOLUTIONS	
Registration Number:	4940451	LASERSHIP	
Registration Number:	4940448	LS	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	704 503 2600		
Email:	vbantug@kslaw.com		
Correspondent Name:	KING & SPALDING		
Address Line 1:	100 N TRYON STREET		
Address Line 2:	SUITE 3900		

OP \$215.00 2416699

Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	188876.015135
NAME OF SUBMITTER:	Vicky R. Bantug
SIGNATURE:	/Vicky R. Bantug /
DATE SIGNED:	03/02/2018
Total Attachments: 5 source=GSO-LaserShip -- Security Agreement (Trademarks) Executed (2)#page1.tif source=GSO-LaserShip -- Security Agreement (Trademarks) Executed (2)#page2.tif source=GSO-LaserShip -- Security Agreement (Trademarks) Executed (2)#page3.tif source=GSO-LaserShip -- Security Agreement (Trademarks) Executed (2)#page4.tif source=GSO-LaserShip -- Security Agreement (Trademarks) Executed (2)#page5.tif	

SECURITY AGREEMENT (TRADEMARKS)

This SECURITY AGREEMENT (TRADEMARKS), dated as of March 1, 2018 (this “Security Agreement”), is by and between LaserShip, Inc., a Delaware corporation (“LaserShip”, and immediately following the consummation of the Closing Date Acquisition (as defined in the Loan Agreement (as defined below)), the “Borrower”), and Prestige Delivery Systems, LLC (formerly known as Prestige Delivery Systems, Inc.), a Delaware limited liability company (“Prestige”, and together with LaserShip, the “Grantors”), and Ally Bank, as agent (the “Agent”).

WHEREAS the Grantors are the owners and users of the registered trademarks filed with the United States Patent and Trademark Office listed on the attached Schedule A as owned and used by the Grantors (collectively, the “Trademarks”);

WHEREAS the Grantors, LS Parent Holdings, Inc., a Delaware corporation (“Initial Borrower”, and immediately following consummation of the Closing Date Acquisition (as defined in the Loan Agreement), “Parent”), Laser Courier, LLC, a Delaware limited liability company (“Courier”), Laser Couriers of Maryland, LLC, a Maryland limited liability company (“Couriers MD”), Mahmoud, LLC, a Delaware limited liability company (“Mahmoud”), e-Laser, LLC, a Delaware limited liability company (“e-Laser”, and together with Parent, Prestige, Courier, Couriers MD and Mahmoud, the “Guarantors”; the Guarantors, together with Borrower and any other borrower and guarantor from time to time party thereto, the “Obligors”), have entered into that certain Revolving Loan, Term Loan and Security Agreement, dated as of March 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among the Obligors, the financial institutions from time to time party thereto as lenders (the “Lenders”), and the Agent for the Lenders, pursuant to which each Grantor has granted to the Agent, for the benefit of the Secured Parties (as defined in the Loan Agreement), a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Loan Agreement contemplate and intend that, if an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Loan Agreement in connection with all of each Grantor’s right, title and interest in the Trademarks;

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

Each Grantor hereby reconfirms the terms of the Loan Agreement. Each Grantor further hereby pledges and mortgages to the Agent, and grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of such Grantor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the “Trademark Collateral”).

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by each Grantor pursuant hereto secures the payment of all Obligations (as defined in the Loan Agreement) now or hereafter existing under or in respect of the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement).

Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Loan Agreement, and the Grantors and the Agent each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the Grantors and the Agent have caused this Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

**LASERSHIP, INC.
PRESTIGE DELIVERY SYSTEMS, LLC**

By: Jill Catherine Raker
Name: Jill Catherine Raker
Title: Vice President

[Signature Page to Security Agreement (Trademarks)]

**TRADEMARK
REEL: 006287 FRAME: 0532**

AGENT:

ALLY BANK

By: W. Wakefield Smith
Name: W. Wakefield Smith
Title: Authorized Signatory

SCHEDULE A

Registered Trademarks:

Trademark	Registration No.	Serial No.	Reg. Date Filing Date	Owner
LASER COURIER 	2416699	74680460	1/2/2001 5/26/1995	LASERSHIP, INC.
LS 	4473419	85690773	1/28/2014 7/30/2012	LASERSHIP, INC.
Lasership 	3038731	76305553	1/10/2006 8/28/2001	LASERSHIP, INC.
Prestige Delivery Systems, Inc. Prestige Delivery Systems, Inc.	4464991	85829785	1/14/2014 1/23/2013	PRESTIGE DELIVERY SYSTEMS, LLC (formerly known as Prestige Delivery Systems, Inc.)
ELI 	5262500	87126827	8/8/2017 8/4/2016	LASERSHIP, INC.
Last Mile Solutions LAST MILE SOLUTIONS	5234100	87046396	6/27/2017 5/23/2016	LASERSHIP, INC.
Lasership 	4940451	86696707	4/19/2016 7/17/2015	LASERSHIP, INC.
LS 	4940448	86696676	4/19/2016 7/17/2015	LASERSHIP, INC.