

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LONE STAR HOLDINGS, LLC		11/24/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WEDO LSO BUYER, LLC		
Street Address:	6500 River Place Blvd.		
Internal Address:	Bldg. 2, Suite 105		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78730		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2829448	LONE STAR OVERNIGHT	
Registration Number:	4160674	LSO	
Registration Number:	4045360	WE LIVE HERE WE DELIVER HERE	
Registration Number:	4459155	LSO	
Registration Number:	4529480	LSO PLUS	
Registration Number:	4740175	LSO PRIORITY NEXT DAY	
Registration Number:	4809664	OMNISHIP	
Registration Number:	5291786	LSO FINAL MILE	
Registration Number:	5291787	LSO PARCEL	
Registration Number:	4547051	LSO SATURDAY	
Registration Number:	4547047	LSO EARLY OVERNIGHT	
Registration Number:	4547049	LSO ECONOMY NEXT DAY	
Registration Number:	4547050	LSO 2ND DAY	
Registration Number:	4547053	LSO MEXICO	
Registration Number:	4547054	LSO GROUND	
CORRESPONDENCE DATA			
Fax Number:			

CH \$390.00 2829448

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: 512-617-5535
Email: stephanie@russellnglaw.com
Correspondent Name: Russell Ng PLLC
Address Line 1: 8729 Shoal Creek Blvd
Address Line 2: STE 100
Address Line 4: Austin, TEXAS 78757

ATTORNEY DOCKET NUMBER:	LSO Trademark Assignment
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NAME OF SUBMITTER:	Brian F. Russell
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SIGNATURE:	/Brian F. Russell/
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DATE SIGNED:	05/13/2021
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Total Attachments: 15

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EXECUTION VERSION

ASSET PURCHASE AGREEMENT

among

WEDO LSO BUYER, LLC,

WEDO LOGISTICS, LLC,

LONE STAR HOLDINGS, LLC

and

EMP LSO HOLDING CORPORATION

Dated as of November 24, 2020

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "**Agreement**") dated as of November 24, 2020, is being entered into by and among WeDo LSO Buyer, LLC, a Delaware limited liability company ("**Purchaser**"), WeDo Logistics, LLC, a Delaware limited liability company ("**Guarantor**"), Lone Star Holdings, LLC, a Delaware limited liability company ("**Seller**"), and EMP LSO Holding Corporation, a Georgia corporation (the "**Equityholder**", and together with Seller, "**Selling Parties**"). Purchaser, on the one hand, and Selling Parties, on the other hand, is each a "**Party**" and, collectively, they are sometimes referred to as the "**Parties.**"

WITNESSETH:

- A. Seller presently conducts the Business.
- B. Seller desires to sell, transfer and assign to Purchaser, and Purchaser desires to acquire and assume from Seller, all of the Purchased Assets and to assume only the Assumed Liabilities, all as more specifically provided herein.

■ [REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.1 Purchase and Sale of the Purchased Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser hereby purchases, acquires and accepts from Seller, and Seller hereby sells, transfers, assigns, conveys and delivers to Purchaser all right, title and interest in, to and under the Purchased Assets, free and clear of all Liens except for Permitted Exceptions. Except for the Excluded Assets, to the extent the Equityholder or any of

its Affiliates owns any assets primarily used in, or primarily associated, with the Business, such assets shall be deemed to be Purchased Assets for all purposes hereof. The “**Purchased Assets**” means all of the business, assets, properties, contractual rights, goodwill, going concern value, rights and claims of Seller used or held for use in or generated by the Business, wherever situated and of whatever kind and nature, real or personal, tangible or intangible, whether or not reflected on the books and records of Seller (other than the Excluded Assets), including each of the following assets:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(f) the Purchased Intellectual Property and the Purchased Technology;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(q) all goodwill and other intangible assets associated with the Business, including the goodwill associated with the Purchased Intellectual Property and Purchased Technology.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.2 Seller Deliveries on the Closing Date. At the Closing, Selling Parties shall deliver to Purchaser, in each case in a form reasonably satisfactory to Purchaser:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(k) duly executed assignments of the registrations and applications included in the Purchased Intellectual Property, in a form reasonably acceptable to Purchaser and Seller and suitable for recording in the U.S. Patent and Trademark Office, U.S. Copyright Office or equivalent foreign agency, as applicable;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.11 Intellectual Property.

(a) Schedule 5.11(a) sets forth an accurate and complete list of all Patents, registered Marks, pending applications for registration of Marks, registered Copyrights, pending applications for registration of Copyrights, and Internet domain names included in the Purchased Intellectual Property. Schedule 5.11(a) lists (i) the jurisdictions in which each such item of Purchased Intellectual Property has been issued, registered, otherwise arises or in which

any such application for such issuance and registration has been filed and (ii) the registration or application number, as applicable. All patented or registered Purchased Intellectual Property is subsisting and, to the Knowledge of Seller, valid and enforceable. No interference, opposition, reissue, re-examination, post-grant review, or other Legal Proceeding is pending or, to the Knowledge of Seller, threatened, in which the scope, validity, or enforceability of any granted or registered Purchased Intellectual Property is contested or challenged.

(b) Except as set forth on Schedule 5.11(b), Seller is the sole and exclusive owner of all right, title and interest in and to all of the Purchased Technology and Purchased Intellectual Property, free and clear of all Liens other than Permitted Exceptions.

(c) The Purchased Intellectual Property and Purchased Technology, the design, development, manufacturing, licensing, marketing, distribution, offer for sale, sale or use or maintenance of any products and services in connection with the Business as presently conducted, and the present business practices, methods and operations of Seller in the operation of the Business do not infringe, constitute an unauthorized use of, misappropriate, dilute or violate any Intellectual Property of any Person. The Purchased Intellectual Property and the Intellectual Property licensed to Seller under the Intellectual Property Licenses included in the Purchased Contracts include all of the Intellectual Property necessary and sufficient to enable Seller to conduct the Business in the manner in which such Business is currently being conducted. To the Knowledge of Seller, no Person is currently infringing, misappropriating or otherwise violating, any Purchased Intellectual Property.

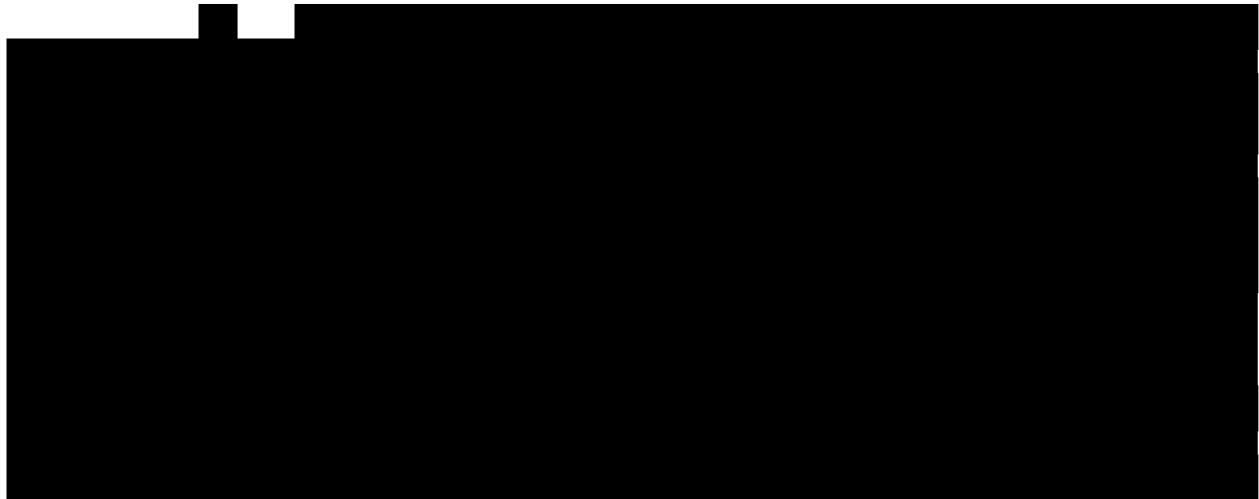
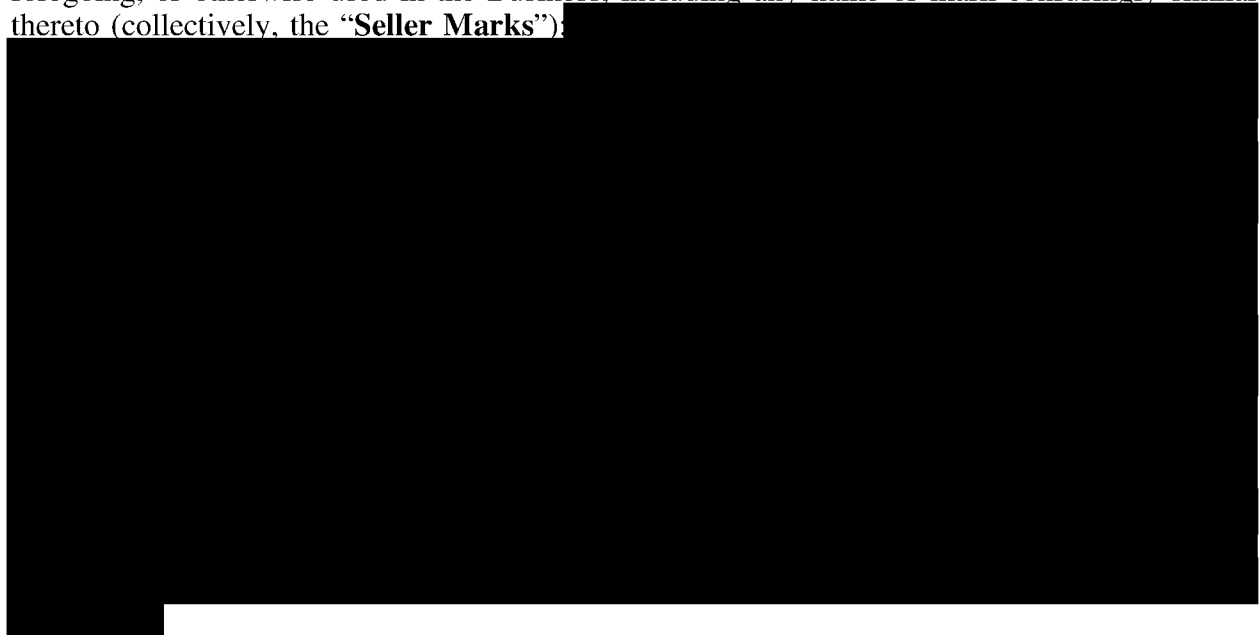
[REDACTED]

[REDACTED]

[REDACTED]



7.4 Use of Name. Selling Parties hereby agree that Purchaser shall have the sole right to the use of the name LSO Parcel, LSO Overnight and Lone Star Holdings or any similar names, and any service marks, trademarks, trade names, d/b/a names, fictitious names, identifying symbols, logos, emblems, signs or insignia related thereto or containing or comprising the foregoing, or otherwise used in the Business, including any name or mark confusingly similar thereto (collectively, the “**Seller Marks**”);



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers, as of the date first written above.

PURCHASER:

WEDO LSO BUYER, LLC

By: Scott D. Kaufman
Name: Scott D. Kaufman
Title: President

GUARANTOR:

WEDO LOGISTICS, LLC

By: Scott D. Kaufman
Name: Scott D. Kaufman
Title: President

SELLER:

LONE STAR HOLDINGS, LLC

By: _____
Name:
Title:

EQUITYHOLDER:

EMP LSO HOLDING CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers, as of the date first written above.

PURCHASER:

WEDO LSO BUYER, LLC

By: _____
Name: Scott D. Kaufman
Title: President

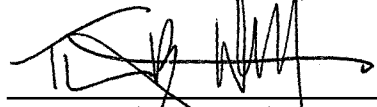
GUARANTOR:

WEDO LOGISTICS, LLC

By: _____
Name: Scott D. Kaufman
Title: President

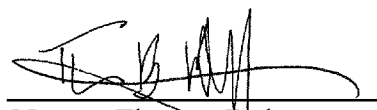
SELLER:

LONE STAR HOLDINGS, LLC

By:  _____
Name: Thomas Doherty
Title: Chief Restructuring Officer

EQUITYHOLDER:

EMP LSO HOLDING CORPORATION

By:  _____
Name: Thomas Doherty
Title: Chief Restructuring Officer

“Intellectual Property” means all right, title and interest in or relating to intellectual property, whether protected, created or arising under the Laws of the United States or any other jurisdiction, including: (i) patents and applications therefor, including continuations, divisionals, and continuations-in-part thereof and patents issuing thereon, along with all reissues, reexaminations and extensions thereof (collectively, **“Patents”**); (ii) trademarks, service marks, trade names, service names, brand names, trade dress rights, corporate names, trade styles, logos and other source or business identifiers and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, along with all applications, registrations, renewals and extensions thereof (collectively, **“Marks”**); (iii) Internet domain names; (iv) copyrights and mask work, database and design rights, whether or not registered or published, all registrations and recordations thereof and all applications in connection therewith, along with all reversions, extensions and renewals thereof (collectively, **“Copyrights”**); (v) trade secrets and other proprietary confidential information (**“Trade Secrets”**); and (vi) other intellectual property rights arising from or relating to Technology.

“Intellectual Property Licenses” means: (i) any Contract with a grant by Seller to another Person of any right relating to or under the Purchased Intellectual Property, and (ii) any Contract with a grant by another Person to Seller of any right relating to or under any third Person’s Intellectual Property.

[REDACTED]

DISCLOSURE SCHEDULES
to
ASSET PURCHASE AGREEMENT

among

WEDO LSO BUYER, LLC,
WEDO LOGISTICS, LLC,
LONE STAR HOLDINGS, LLC

and

EMP LSO HOLDING CORPORATION

Dated as of November 24, 2020

**DISCLOSURE SCHEDULES
TO
ASSET PURCHASE AGREEMENT**

This document and the attachments hereto (these “**Schedules**”) have been prepared and delivered in accordance with that certain Asset Purchase Agreement (the “**Agreement**”), dated as of November 24, 2020, by and among WeDo LSO Buyer, LLC, a Delaware limited liability company (“**Purchaser**”), WeDo Logistics, LLC, a Delaware limited liability company (“**Guarantor**”), Lone Star Holdings, LLC, a Delaware limited liability company (“**Seller**”), and EMP LSO Holding Corporation, a Georgia corporation (the “**Equityholder**”). Capitalized terms used but not otherwise defined in these Schedules shall have the respective meanings ascribed to such terms in the Agreement.

These Schedules are qualified in their entirety by reference to specific provisions of the Agreement, and are not intended to constitute, and shall not be construed as constituting, representations or warranties of any Party to the Agreement except as and to the extent provided in the Agreement, and shall not be deemed to expand the scope or effect of the relevant Party’s representations or warranties in the Agreement.

The numbered and lettered Sections contained in these Schedules correspond to the numbered and lettered Sections in the Agreement. Disclosure of any fact or item in any of these Schedules referenced by a particular Section in the Agreement shall be deemed to have been disclosed with respect to every other Schedule to the extent its relevance is readily apparent that such disclosure is applicable to such other Schedules. The specification of any dollar amount in the representations or warranties contained in the Agreement or the inclusion of any specific item in any Schedule is not intended to imply that such amounts, or higher or lower amounts or the items so included or other items, are or are not material. Further, mere inclusion of any information in any Section herein shall not be deemed or construed as an admission that such item represents a fact, event, or circumstance that constitutes, or is reasonably expected to have, a material adverse effect. No disclosure in any Section herein relating to any possible breach or violation of any Contract or any legal requirement will be construed as an admission or indication that any such possible breach or violation exists or has actually occurred.


These Schedules are hereby incorporated and made a part of and are an integral part of the Agreement. In disclosing the information in these Schedules, the Parties expressly do not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed, discussed, or otherwise referenced herein.

Schedule 5.11

Intellectual Property

(a)

U.S. Trademark Registrations:

Mark	Serial No.	Reg. No.	Reg. Date	Owner	Jurisdiction
	76474967	2829448	4/6/2004	Lone Star Holdings, LLC	USPTO
LSO	85450586	4160674	6/19/2012	Lone Star Holdings, LLC	USPTO
WE LIVE HERE WE DELIVER HERE	85283347	4045360	10/25/2011	Lone Star Holdings, LLC	USPTO
	85938758	4459155	12/31/2013	Lone Star Holdings, LLC	USPTO
LSO PLUS	86081586	4529480	5/13/2014	Lone Star Holdings, LLC	USPTO
LSO PRIORITY NEXT DAY	86178244	4740175	5/19/2015	Lone Star Holdings, LLC	USPTO
OMNISHIP	86289190	4809664	5/22/2014	Lone Star Holdings, LLC	USPTO
LSO FINAL MILE	86855429	5291786	9/19/2017	Lone Star Holdings, LLC	USPTO
LSO PARCEL	86855437	5291787	9/19/2017	Lone Star Holdings, LLC	USPTO
LSO SATURDAY	86081583	4547051	6/10/2014	Lone Star Holdings, LLC	USPTO
LSO EARLY OVERNIGHT	86081568	4547047	6/10/2014	Lone Star Holdings, LLC	USPTO
LSO ECONOMY NEXT DAY	86081577	4547049	6/10/2014	Lone Star Holdings, LLC	USPTO
LSO 2 ND DAY	86081580	4547050	6/10/2014	Lone Star Holdings, LLC	USPTO
LSO MEXICO	86081589	4547053	6/10/2014	Lone Star Holdings, LLC	USPTO
LSO GROUND	86081592	4547054	6/10/2014	Lone Star Holdings, LLC	USPTO

Domain Names:

Domain	Registrar
foodsoftexas.com	Register.com
lonestarovernight.com	Register.com
lso.com	Register.com
lsologistics.com	Register.com
lsologistics.org	Register.com
lsoparcel.com	Register.com
lsoparcel.org	Register.com
midwestovernight.com	Register.com
texasovernight.com	Register.com
lso360.com	GoDaddy.com
lso360.info	GoDaddy.com