

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LONE STAR OVERNIGHT, LLC		10/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SEACOAST CAPITAL PARTNERS IV, L.P., AS AGENT		
Street Address:	55 Ferncroft Rd.		
Internal Address:	Suite 110		
City:	Danvers		
State/Country:	MASSACHUSETTS		
Postal Code:	01923		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5291787	LSO PARCEL	
Registration Number:	5291786	LSO FINAL MILE	
Registration Number:	4809664	OMNISHIP	
Registration Number:	4740175	LSO PRIORITY NEXT DAY	
Registration Number:	4547054	LSO GROUND	
Registration Number:	4547053	LSO MEXICO	
Registration Number:	4547051	LSO SATURDAY	
Registration Number:	4547050	LSO 2ND DAY	
Registration Number:	4547049	LSO ECONOMY NEXT DAY	
Registration Number:	4547047	LSO EARLY OVERNIGHT	
Registration Number:	4459155	LSO	
Registration Number:	4160674	LSO	
Registration Number:	4045360	WE LIVE HERE WE DELIVER HERE	
Registration Number:	2829448	LONE STAR OVERNIGHT	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$365.00 5291787

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 7043311000
Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 100 North Tryon Street
Address Line 2: Suite 4700, ATTN: IP DEPARTMENT
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	046508.000003
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NAME OF SUBMITTER:	John Slaughter
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SIGNATURE:	/john slaughter/
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DATE SIGNED:	10/01/2021
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of October 1, 2021, (this “**Agreement**”), among **Lone Star Overnight, LLC**, a Delaware limited liability company, and any other Grantors from time to time party hereto (collectively, the “**Grantor**”), and **Seacoast Capital Partners IV, L.P.**, as administrative agent (in such capacity, together with its successors and assigns, if any, in such capacity, “**Agent**”) for the Lenders under the below defined Investment Agreement.

Reference is made to that certain Investment Agreement, dated as of the date hereof (as amended, restated, amended and restated supplemented or otherwise modified from time to time, the “**Investment Agreement**”), by and among Lone Star Overnight Holdco, LLC, a Delaware limited liability company (“**Holdings**”), and each other entity that becomes party thereto as a “**Guarantor**” in accordance with the terms and conditions thereof (together with Holdings, each individually a “**Guarantor**” and collectively, jointly and severally, the “**Guarantors**”), Grantor, and each other entity that becomes a party thereto as a “**Borrower**” in accordance with the terms and conditions thereof (together with Grantor, each individually a “**Borrower**” and collectively, jointly and severally, the “**Borrowers**”), the lenders from time to time party thereto (each of such lenders, together with its successors and permitted assigns, a “**Lender**” and collectively, the “**Lenders**”), and Agent. The Lenders have agreed to make Term Loans to the Borrowers subject to the terms and conditions set forth in the Investment Agreement. The obligations of the Lenders to make such Loans are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Investment Agreement. The rules of construction specified in the Investment Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Investment Agreement, hereby grants to the Agent, its successors and assigns, for the benefit of the Lenders, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest under the laws of the United States; (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”); and

(b) all rights and privileges arising under applicable law with respect to such Grantor’s use of any Trademarks;

(c) all extensions and renewals thereof and amendments thereto;

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof;

(e) all rights corresponding thereto throughout the world; and

(f) all rights to sue for past, present and future infringements or dilutions thereof or other injuries thereto.

excluding, in each case of (a) through (f) any intent-to-use application trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Investment Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Investment Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Investment Agreement, the terms of the Investment Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail (or other electronic method of transmission) shall be as effective as delivery of an original executed counterpart of this Agreement.

SECTION 5. Governing Law, Consent to Jurisdiction, and Jury Trial Waiver. **THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 10.15 AND 10.16 OF THE INVESTMENT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.**

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

LONE STAR OVERNIGHT, LLC,
as Grantor

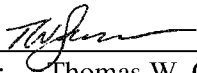
DocuSigned by:
By: Andrew Townsend
2946A3C629994FD...
Name: Andrew Townsend
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007440 FRAME: 0299

**SEACOAST CAPITAL PARTNERS IV, L.P., as
Agent**

By: Seacoast IV Advisors, LLC, its General Partner

By: 
Name: Thomas W. Gorman
Title: Manager

Schedule I

Trademarks

MARK	FILING DATE	SERIAL NO.	REG. DATE	REG. NO.	LISTED OWNER
LSO Parcel	12/21/2015	86855437	09/19/2017	5291787	Lone Star Overnight, LLC
LSO Final Mile	12/21/2015	86855429	09/19/2017	5291786	Lone Star Overnight, LLC
OMNISHIP	05/22/2014	86289190	09/08/2015	4809664	Lone Star Overnight, LLC
LSO PRIORITY NEXT DAY	01/29/2014	86178244	05/19/2015	4740175	Lone Star Overnight, LLC
LSO Ground	10/03/2013	86081592	06/10/2014	4547054	Lone Star Overnight, LLC
LSO Mexico	10/03/2013	86081589	06/10/2014	4547053	Lone Star Overnight, LLC
LSO Saturday	10/03/2013	86081583	06/10/2014	4547051	Lone Star Overnight, LLC
LSO 2 nd Day	10/03/2013	86081580	06/10/2014	4547050	Lone Star Overnight, LLC
LSO Economy Next Day	10/03/2013	86081577	06/10/2014	4547049	Lone Star Overnight, LLC
LSO Early Overnight	10/03/2013	86081568	06/10/2014	4547047	Lone Star Overnight, LLC
LSO	05/21/2013	85938758	12/31/2013	4459155	Lone Star Overnight, LLC
LSO	11/19/11	85450586	06/19/2012	4160674	Lone Star Overnight, LLC
We Live Here We Deliver Here	04/01/2011	85283347	11/25/2011	4045360	Lone Star Overnight, LLC
Lone Star Overnight	12/11/2002	76474967	04/06/04	2829448	Lone Star Overnight, LLC