

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684680

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ONTRAC LOGISTICS, INC.		10/28/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC		
Street Address:	520 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	6485438	ONTRAC LOGISTICS NETWORK	
Registration Number:	6482946	ONTRAC ON-TIME FOR LESS	
Registration Number:	6482857	ONTRAC LOGISTICS NETWORK	
Registration Number:	6405523	ON TIME FOR LESS	
Registration Number:	6272789	ONTRAC	
Registration Number:	6262053	ONTRAC	
Registration Number:	6260530	ONTRAC GROUND	
Registration Number:	6179161	DIRECTPOST	
Registration Number:	6023433	ONTRAC INTERNATIONAL MAIL	
Registration Number:	6023449	ONTRAC INTERNATIONAL MAIL	
Registration Number:	4396251	ONTRAC INTERNATIONAL MAIL	
Registration Number:	4396240	ONTRAC INTERNATIONAL MAIL	
Registration Number:	4099000	ONTRAC	
Registration Number:	4025547	ONTRAC ON TIME DELIVERY FOR LESS	
Registration Number:	4317324	ONTRAC	
Registration Number:	2976142	WEBONTRAC	
Registration Number:	2878555	ON TIME DELIVERY FOR LESS	
Registration Number:	2578112	CALIFORNIA OVERNIGHT	
Registration Number:	2591082	CALIFORNIA OVERNIGHT	

CH \$590.00 6485438

Property Type	Number	Word Mark
Registration Number:	2149223	SELECTMAIL
Registration Number:	1455687	EXPRESS MESSENGER
Registration Number:	1458648	EM
Serial Number:	90288029	ONTRAC ON-TIME DELIVERY FOR LESS

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124553605

Email: ksolomon@stblaw.com

Correspondent Name: GENEVIEVE DORMENT, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 047780/0047

NAME OF SUBMITTER: GENEVIEVE DORMENT

SIGNATURE: /GD/

DATE SIGNED: 10/29/2021

Total Attachments: 7

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF EACH APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF ANY INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 28, 2021, (this "Agreement"), by OnTrac Logistics, Inc., a Delaware corporation (the "Grantor") in favor of the Administrative Agent referred to below.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of May 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Loan Parties party thereto and the Administrative Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of May 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, *inter alios*, ASP LS Intermediate Holdings, Inc., a Delaware corporation, LaserShip, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and Jefferies Finance LLC, in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its permitted successors and assigns, the "Administrative Agent"). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, 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 Security Agreement or the Credit Agreement, as applicable, as in effect on the date hereof.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the issued Patent and pending Patent applications for registration in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent

pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.


SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. *Governing Law.* This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Pages Follow]







IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.





ONTRAC LOGISTICS, INC.

By: 
Name: Daniel Jang
Title: Vice President and Treasurer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Express Messenger Systems, Inc. DBA Ontrac	6485438	
Express Messenger Systems, Inc. DBA Ontrac	6482946	
Express Messenger Systems, Inc. DBA Ontrac	6482857	ONTRAC LOGISTICS NETWORK
Express Messenger Systems, inc. DBA Ontrac	6405523	ON TIME FOR LESS
Express Messenger Systems, inc. DBA Ontrac	6272789	
Express Messenger Systems, inc. DBA Ontrac	6262053	ONTRAC
Express Messenger Systems, Inc.	6260530	ONTRAC GROUND
Express Messenger Systems, Inc.	6179161	DIRECTPOST
Express Messenger Systems, Inc.	6023433	ONTRAC INTERNATIONAL MAIL
Express Messenger Systems, Inc.	6023449	
Express Messenger Systems, Inc.	4396251	
Express Messenger Systems, Inc.	4396240	ONTRAC INTERNATIONAL MAIL
Express Messenger Systems, Inc.	4099000	

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Express Messenger Systems, Inc.	4025547	
Express Messenger Systems, Inc.	4317324	ONTRAC
Express Messenger Systems, Inc.	2976142	WebOn Trac
Express Messenger Systems, Inc.	2878555	ON TIME DELIVERY FOR LESS
Express Messenger Systems, Inc.	2578112	
Express Messenger Systems, Inc.	2591082	CALIFORNIA OVERNIGHT
Express Messenger Systems, Inc.	2149223	SELECTMAIL
Express Messenger Systems, Inc.	1455687	
Express Messenger Systems, Inc.	1458648	

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Express Messenger Systems, inc. DBA Ontrac	90288029	

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE II

TRADEMARK
REEL: 007478 FRAME: 0443

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

SCHEDULE III

RECORDED: 10/29/2021

**TRADEMARK
REEL: 007478 FRAME: 0444**