

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758677

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DI EXPRESS, LLC		09/30/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SEACOAST CAPITAL PARTNERS IV, L.P.		
Street Address:	One Bush Street		
Internal Address:	Suite 650		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4391560	ACC MED+LOGISTICS	
Registration Number:	3227878	ACC DELIVERS	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	16124926819		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Evan P. Everist, Dorsey & Whitney LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
NAME OF SUBMITTER:	Evan Everist		
SIGNATURE:	/Evan Everist/		
DATE SIGNED:	09/30/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is entered into as of September 30, 2022 by and between **DI OVERNITE, LLC**, a Nevada limited liability company (“**DI Overnite**”), **DI LOGISTICS, LLC**, a California limited liability company (“**DI Logistics**”), **DI OVERNITE INVESTMENTS, LLC**, a Delaware limited liability company (“**DI Investments**”), **DI EXPRESS, LLC**, a California limited liability company and successor in interest to All Counties Courier, Inc., a California corporation (“**DI Express**”), and **SEACOAST CAPITAL PARTNERS IV, L.P.**, a Delaware limited partnership (“**Purchaser**”). **DI Investments**, **DI Overnite**, **DI Logistics** and **DI Express** are each also referred to herein as a “**Grantor**” and together, as the “**Grantors**”.

RECITALS

Purchaser has made certain advances of money and extended certain financial accommodations to Grantors in the amounts and manner set forth in that certain Note and Securities Purchase Agreement by and between Purchaser and Grantors dated as of October 3, 2018, and as amended from time to time (the “**Note Purchase Agreement**”). Capitalized terms used herein have the meaning assigned in the Note Purchase Agreement. Purchaser is willing to continue to make the financial accommodations to Grantors, but only upon the condition, among others, that Grantors grant to Purchaser a security interest in all of Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, each Grantor agrees as follows:

AGREEMENT

To secure performance of Grantors’ obligations under the Note Purchase Agreement, each Grantor grants to Purchaser a security interest in all of such Grantor’s right, title and interest in such Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Purchaser under the Security Agreement. Each right, power and remedy of Purchaser provided for herein or in the Note Documents shall not preclude the simultaneous or later exercise by Purchaser of any or all other rights, powers or remedies.

Grantors represent and warrant that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which any Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantors hereby authorize Purchaser to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which a Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

Notwithstanding anything herein to the contrary, the parties hereto acknowledge that the security interest and Liens granted to the Purchaser and the rights, remedies, duties and obligations provided for herein are subject to the terms set forth in that certain Subordination and Intercreditor Agreement, by and among Purchaser, Senior Lender and Grantors, dated as of October 3, 2018, and as amended from time to time (the “**Subordination Agreement**”). In the event of any conflict or inconsistency between the provisions of this Agreement and the Subordination Agreement, the provisions of the Subordination Agreement shall control. Nothing contained in the Subordination Agreement shall

be deemed to modify any of the provisions of this Agreement, which, as among the Grantors and the Purchaser shall remain in full force and effect in accordance with its terms.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Address of Grantors:

c/o DI Overnite LLC
1900 S. State College Blvd
Anaheim, CA 92806
Attn: Joe Varraveto - CFO

GRANTORS:

DI OVERNITE, LLC

By:  _____

Print Name: Joe Varraveto

Title: Chief Financial Officer

DI EXPRESS, LLC

By:  _____

Print Name: Joe Varraveto

Title: Chief Financial Officer

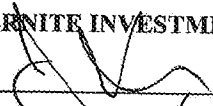
DI LOGISTICS, LLC

By:  _____

Print Name: Joe Varraveto

Title: Chief Financial Officer

DI OVERNITE INVESTMENTS, LLC

By:  _____

Print Name: Joe Varraveto

Title: Chief Financial Officer

TRADEMARK

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

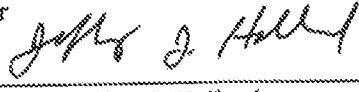
Address of Purchaser:

One Bush Street, Suite 650
San Francisco, CA 94104
Attn: Jeffrey J. Holland

Purchaser:

SEACOAST CAPITAL PARTNERS IV, L.P.

By: Seacoast IV Advisors, LLC, its General
Partner

By: 

Print Name: Jeffrey J. Holland

Title: Manager

TRADEMARK

REEL: 007866 FRAME: 0804

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

Please Check Box if No Patents Exist

Title	Serial/ Patent Number	Application/ Issue Date
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EXHIBIT C

Trademarks

<u>Owner</u>	<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
DI Express	ACC MED+LOGISTICS	85817620	4391560	August 27, 2013
DI Express	ACC DELIVERS	78908278	3227878	April 10, 2007