

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Successor Agent and Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seacoast Capital Partners IV, L.P., as Agent		06/28/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Freight Management Company, as Successor Agent		
Street Address:	6031 NE 92nd Drive		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97220		
Entity Type:	Corporation: 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:	3059615812		
<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>			

CH \$365.00 5291787

Phone: 3055790812
Email: mary.marcos@gtlaw.com
Correspondent Name: Manuel R. Valcarcel
Address Line 1: 333 SE 2nd Avenue, 44th Floor
Address Line 2: Greenberg Traurig, P.A.
Address Line 4: Miami, FLORIDA 33131

NAME OF SUBMITTER: Manuel Valcarcel, Esq.

SIGNATURE: /Manuel Valcarcel/

DATE SIGNED: 07/06/2023

Total Attachments: 5

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**NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST
(INTELLECTUAL PROPERTY)**

This NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST (INTELLECTUAL PROPERTY) (this “Notice”), is made and entered into as of June 28, 2023 by and among Seacoast Capital Partners, IV, L.P., a Delaware limited partnership (“Seacoast”), as Agent under the Investment Agreement (as defined below) (in such capacity, the “Resigning Agent”, pursuant to the Assignment Agreement (defined below)), Freight Management Company, a Delaware corporation (“Freight”), as the successor Agent (in such capacity, the “Successor Agent” pursuant to the Assignment Agreement (defined below)).

WHEREAS, the Borrowers, Guarantors, the Lenders, and the Resigning Agent are party to that certain Investment Agreement, dated as of October 1, 2021 (as the same has been, and may hereafter be, amended, restated, increased, extended, replaced, supplemented and/or otherwise modified in writing from time to time, the “Investment Agreement”);

WHEREAS, pursuant to that certain Agency Assignment Agreement, dated as of the same date hereof (the “Assignment Agreement”), Freight shall succeed as Agent under the Investment Agreement, and Seacoast has agreed to resign as Agent under the Investment Agreement (the “Agent Transition”);

WHEREAS, pursuant to the Investment Documents, the Loan Parties granted to the Resigning Agent a security interest in certain collateral;

WHEREAS, the Resigning Agent and the Borrower entered into the Trademark Security Agreement, as identified on Schedule A attached hereto (the “Trademark Security Agreement”).

WHEREAS, the Trademark Security Agreement was recorded with (or filed with and recordation is pending by) the United States Patent and Trademark Office as identified on Schedule A attached hereto; and

WHEREAS, pursuant to the Assignment Agreement and Agent Transition, the Resigning Agent resigned as, and Successor Agent was appointed, and accepted appointment, as Agent under the Investment Documents, with all of the rights, powers and duties of the Agent under the Loan Documents, including in and to the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein (including in the preamble and recitals above) but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Investment Agreement, the Assignment Agreement, or other Investment Documents, as applicable.

2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Assignment Agreement, the Resigning Agent has ceased to be the Agent under the Investment Documents and is succeeded to and replaced by the Successor Agent as Agent under the Investment Documents, including with respect to all right, title and interest in and to the Trademark Security Agreement with all attendant liens, rights, title, assignments and interests (including security interests) pertaining to or arising from the Collateral set forth in the Trademark Security Agreement. Nothing herein shall be deemed to terminate, interrupt, or impair the continuity of the security interest in and to the Collateral granted to the

Resigning Agent, including the Trademark Security Agreement and the Collateral identified on Schedule A attached hereto, which security interest is now succeeded by and transferred to the Successor Agent.

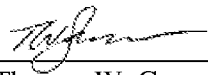
3. Incorporation. All terms set forth in the Assignment Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth herein are inconsistent with the terms of the Assignment Agreement, the terms set forth in the Assignment Agreement shall control.

IN WITNESS WHEREOF, each of the undersigned has caused this Notice to be duly executed and delivered as of the date first written above.

RESIGNING AGENT:

SEACOAST CAPITAL PARTNERS IV, L.P.,
as the Resigning Agent


By: Seacoast IV Advisors, LLC, its General Partner

By: 

Name: Thomas W. Gorman
Title: Member

SUCCESSOR AGENT:

FREIGHT MANAGEMENT COMPANY,
as the Successor Agent

By:  _____
Name: Amily Chen
Title: CEO

Schedule A

**Lone Star Overnight, LLC
(Delaware limited liability company)**

**Trademark Security Agreement
Granted by Lone Star Overnight, LLC
In Favor of Seacoast Capital Partners IV, L.P., as Agent
Recorded October 1, 2021 at Reel 7440 Frame 0295**

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