

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LASERSHIP, INC.		09/29/2023	Corporation: DELAWARE
ONTRAC LOGISTICS, INC.		09/29/2023	Corporation: DELAWARE
LASER COURIER, LLC		09/29/2023	Limited Liability Company: 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: 12			
Property Type	Number	Word Mark	
Registration Number:	6948785	LS LASERSHIP	
Registration Number:	6947963	LS	
Registration Number:	6695512	ONTRAC LOGISTICS	
Registration Number:	6708287	ONTRAC LOGISTICS	
Registration Number:	6200282	ELLI	
Registration Number:	5262500	ELI	
Registration Number:	5234100	LAST MILE SOLUTIONS	
Registration Number:	4940448	LS	
Registration Number:	4940451	LASERSHIP	
Registration Number:	4473419	LS	
Registration Number:	3038731	LASERSHIP	
Serial Number:	97726301	ONTRAC	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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>			

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Phone: 2124552592
Email: ksolomon@stblaw.com
Correspondent Name: COURTNEY WELSHIMER, 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: COURTNEY WELSHIMER

SIGNATURE: /CW/

DATE SIGNED: 09/29/2023

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 September 29, 2023, (this "Agreement"), by LaserShip, Inc., a Delaware corporation, Ontrac Logistics, Inc., a Delaware corporation, and Laser Courier, LLC, a Delaware limited liability company (each, a "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 prior to the date hereof, the "Credit Agreement"), by and among, *inter alios*, ASP LS Intermediate Holdings, Inc., a Delaware corporation, LaserShip, Inc., a Delaware corporation (the "Borrower") and 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, each 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 such 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 Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule II; and

C. 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. Each 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.

SECTION 6. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

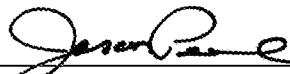
[Signature Pages Follow]

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

LASERSHIP, INC.

By: 
Name: Jason Peel
Title: Chief Financial Officer

LASER COURIER, LLC

By: 
Name: Jason Peel
Title: Vice President and Treasurer

ONTRAC LOGISTICS, INC.

By: 
Name: Jason Peel
Title: Chief Financial Officer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Lasership, Inc.	6948785	
Lasership, Inc.	6947963	
Ontrac Logistics, Inc.	6695512	
Ontrac Logistics, Inc.	6708287	ONTRAC LOGISTICS
Lasership, Inc.	6200282	ELLI
Lasership, Inc.	5262500	ELI
Lasership, Inc.	5234100	LAST MILE SOLUTIONS
Lasership, Inc.	4940448	LS
Lasership, Inc.	4940451	LASERSHIP
Lasership, Inc.	4473419	
Lasership, Inc.	3038731	LASERSHIP

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NUMBER	TRADEMARK
Ontrac Logistics, Inc.	97726301	ONTRAC

SCHEDULE II

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NO.	TITLE
Laser Courier, LLC (formerly known as Laser Courier, Inc.)	TXu000651946	Laser Courier service outline

COPYRIGHT APPLICATIONS

None.