

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

FORM PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
M&G 07297.00000001 (JLS)

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
  
Shred-It Canada Corporation, Inc.  
  
 Individuals  Association  
 General Partnership  Limited Partnership  
 Corporation- Canada  
 Other: \_\_\_\_\_  
  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
  
Canadian Imperial Bank of Commerce  
Commerce Court West  
199 Bay Street  
3rd Floor  
Toronto, Ontario M5L 1A2  
  
 Individual(s) citizenship  Association  
 General Partnership  Limited Partnership  
 Corporation- Canada  
 Other: \_\_\_\_\_  
  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes  No  
(Designations must be separate document from Assignment)  
  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other: \_\_\_\_\_  
  
Execution Date: 12/17/2004

4. Application number(s) or trademark number(s):  
  
A. Trademark Application No.(s)/ Mark(s)  
  
76476609 SECURIT

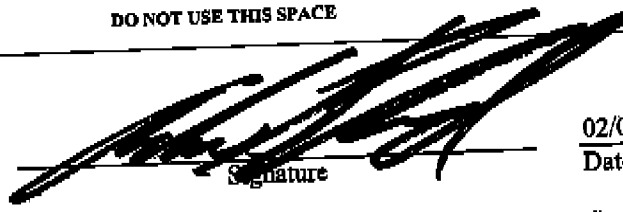
B. Trademark Reg. No.(s)/Mark(s)  
  
1890271 SHRED-IT & design; 2084571 SHRED-CO & design; 2329832  
DONE RIGHT ON SITE; 2379173 DOCUMENT  
DESTRUCTION.DONE RIGHT.ON SITE; 2399485 OUR BUSINESS  
IS TO ENSURE NO ONE KNOWS YOURS; 2818123 ARTECH &  
design; 2854538 ARTECH REDUCTION TECHNOLOGIES

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Andrew Ehard, Esq.  
Address: MERCHANT & GOULD P.C.  
P.O. Box 2910  
Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 8  
7. Total fee (37 CFR 3.41): \$215.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

DO NOT USE THIS SPACE

9. Signature:  
  
Andrew Ehard  
Name of Person Signing

  
Signature

02/04/2005  
Date

Total number of pages including cover sheet, attachments, and document: 6

Do not detach this portion  
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Director of the United States Patent and Trademark Office  
Washington, D.C. 20231

CH \$215.00 132725 76476609

Feb-03-05 12:10pm From: Fackon Martineau Dumoulin

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T-990 P.004/018 F-776

Execution Copy

**CONFIRMATION OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

**RECITALS:**

A. Shred-It Canada Corporation Inc. (the "Debtor"), an Ontario corporation with offices at 2794 South Sheridan Way, Oakville, Ontario, L6J 7T4 is the owner of the trade-marks set forth in Exhibit "A", the registrations and applications for the trade marks identified therein and the underlying goodwill of said trade marks (collectively, the "Trade-Marks"); and

B. Canadian Imperial Bank of Commerce, in its capacity as administrative agent of certain lenders (in such capacity, the "Administrative Agent"), with offices at Commerce Court West, 199 Bay Street, 3<sup>rd</sup> Floor, Toronto, Ontario, M5L 1A2; has entered into an agreement with the Debtor, as reflected by a separate document entitled "Trade Mark Security Agreement" dated December 17, 2004 made by the Debtor in favour of the Administrative Agent (the "Security Agreement") by which the Debtor granted to the Administrative Agent a security interest in certain property, including the Trade-Marks, in consideration of, inter alia, the provision of credit facilities by said lenders in favour of the Debtor.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged and in accordance with the terms and obligations set forth in the Security Agreement, the Debtor confirms the grant to the Administrative Agent of a security interest in and to the Trade-Marks.

DATED at Toronto this 17<sup>th</sup> day of December, 2004.

**SHRED-IT CANADA CORPORATION INC.**

By:   
Authorized Signing Officer

DATED at Toronto on this 17<sup>th</sup> day of December, 2004, before me appeared and the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her behalf or on behalf of the corporation identified and referred to herein as the Debtor.

  
Signature of Notary Public

Feb-03-05 12:11pm From:Faaken Martineau DuMoulin

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**EXHIBIT A**  
**INTELLECTUAL PROPERTY**

**CANADIAN REGISTRATIONS:**

<u>Trade Mark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
SHRED-IT LOGO	TMA430632	July 22, 1994
ARTECH & Design	TMA602633	February 18, 2004
ARTECH REDUCTION TECHNOLOGIES	TMA598702	January 7, 2004

**CANADIAN APPLICATIONS:**

<u>Trade Mark</u>	<u>Application No.</u>	<u>Date of Filing</u>	<u>Status</u>
SECURIT	1147221	July 18, 2002	Approved February 27, 2004.
SECURIT & Design service mark	1184016	July 9, 2003	Filing receipt received.
ARTECH	1235462	October 21, 2004	Filing receipt received.
ARTECH REDUCTION TECHNOLOGIES	1232412	October 21, 2004	Filing receipt received.
THINKING BEYOND THE BOX	1233412	September 28, 2004	Filing receipt received.

Feb-03-05 12:11pm From-Pauleen Martineau DuMoulin

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AMERICAN REGISTRATIONS:

<u>Trade Mark</u>	<u>U.S. Registration No.</u>	<u>Date of Registration</u>
SHRED-IT & Design service mark	1890271	April 18, 1995
SHRED-CO & Design service mark	2084571	June 30, 1995
DONE RIGHT. ON SITE service mark	2329832	March 14, 2000
DOCUMENT DESTRUCTION.DONE. RIGHT.ON SITE service mark	2379173	August 22, 2000
OUR BUSINESS IS TO ENSURE NO ONE KNOWS YOURS service mark	2399485	October 31, 2000
ARTECH & Design service mark	2818123	February 24, 2004

AMERICAN APPLICATIONS:

<u>Trade Mark</u>	<u>Application No.</u>	<u>Date of Filing</u>	<u>Status</u>
SECURIT	76/476,609	December 18, 2002	Application was erroneously abandoned by the Examiner on February 17, 2004. Examiner was notified on March 12, 2004 and the application will be revived.
ARTECH REDUCTION TECHNOLOGIES	76/411,517	May 28, 2002	Opposition period ended. Notice of Allowance issued. Issue fee paid on February 24, 2004.

Feb-03-05 12:12pm From-Fasken Martineau Duboulin

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SECURIT & Design 76/543,164  
service markSeptember 8,  
2003Newly filed application, not  
yet assigned to Examining  
attorney.WORLDWIDE REGISTRATIONS:

<u>Jurisdiction</u>	<u>Trade Mark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
France	SHRED-IT & DEVICE	98/725962	April 1, 1998
Germany	SHRED-IT & DEVICE	39819506	April 6, 1998
Europe	SHRED-IT & DEVICE	000180026	April 1, 1996
Benclux	SHRED-IT & DEVICE	568434	March 8, 1995
Taiwan	SHRED-IT	187195	September 16, 2003
Singapore	SHREDIT	T02/04444A	April 5, 2002
Singapore	SHRED-IT & DEVICE	T02/04440I	April 5, 2002
United Arab Emirates	SHRED-IT LOGO	40969	September 22, 2002
United Arab Emirates	SHRED-IT LOGO	39952	September 22, 2002
United Arab Emirates	SHRED-IT LOGO	39953	September 22, 2002
United Arab Emirates	SHRED-IT LOGO	40986	September 22, 2002
United Arab Emirates	SHRED-IT LOGO (ARABIC)	40985	September 22, 2002
United Arab Emirates	SHRED-IT LOGO (ARABIC)	39909	September 22, 2002
United Arab Emirates	SHRED-IT LOGO (ARABIC)	39910	September 22, 2002
United Arab Emirates	SHRED-IT LOGO (ARABIC)	40987	September 22, 2002
South Korea	SHRED-IT	76556	June 19, 2002

TRADEMARK  
REEL: 003023 FRAME: 0919

Feb-03-05 12:12pm From:Faukan Martineau DuMoulin

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Europe	ARTECH REDUCTION TECHNOLOGIES	002968345	December 10, 2002
Europe	SECURIT	002969368	December 11, 2002

**WORLDWIDE APPLICATIONS:**

<u>Jurisdiction</u>	<u>Trade Mark</u>	<u>Application No.</u>	<u>Date of Filing</u>
South Korea	SHREDIT	41-2002-4554	March 4, 2002
Hong Kong	SHRED-IT LOGO	2002/10797	July 15, 2002

Certain trademarks of the Debtor are licensed to franchisees pursuant to the terms of the Franchise Agreement for North American Franchisees and the Franchise Offering Circular.