

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Longleaf Product Destruction, LLC	FORMERLY Shred First, LLC	08/10/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cintas Document Management LLC		
Street Address:	6800 Cintas Boulevard		
City:	Mason		
State/Country:	OHIO		
Postal Code:	45040		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2387889	SHRED FIRST	
Registration Number:	3047946	SHRED FIRST	
CORRESPONDENCE DATA			
Fax Number:	(513)579-6457		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(513) 579-6960		
Email:	trademarks@kmklaw.com		
Correspondent Name:	Courtney A. Laginess		
Address Line 1:	One East Fourth Street		
Address Line 2:	Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	CI7800MA0239		
NAME OF SUBMITTER:	Courtney A. Laginess		
Signature:	/Courtney A. Laginess/		

OP \$65.00 2387889

Date:

08/11/2006

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("**Assignment**") is effective as of August 10, 2006 ("**Effective Date**") from LONGLEAF PRODUCT DESTRUCTION, LLC, a Delaware limited liability company ("**Assignor**") to CINTAS DOCUMENT MANAGEMENT LLC, an Ohio limited liability company ("**Assignee**").

WHEREAS, Assignor has adopted, is using and is the exclusive owner of all right, title, and interest in and to each of the trademarks listed on the attached Exhibit A (the "**Trademarks**");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of August 3, 2006 (the "**Purchase Agreement**"), which Purchase Agreement provides, among other things, for the sale, transfer, assignment and conveyance of substantially all of Assignor's assets used or usable in Assignor's business, defined in the Purchase Agreement as the "**Purchased Assets**;"

WHEREAS, pursuant to Section 1.1(d) of the Purchase Agreement, the Trademarks are included in the Purchased Assets, and Assignee therefore wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to the Trademarks;

WHEREAS, the parties hereto wish to evidence such assignment as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following: (a) the Trademarks and the goodwill of Assignor's business appertaining thereto and/or symbolized thereby; (b) any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the Trademarks, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition ("**Related Rights**"); (c) any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to or after the Effective Date, including the right to receive all proceeds and damages therefrom; and (d) any and all rights to obtain renewals of registration or other legal protections pertaining to the Trademarks and Related Rights. This Assignment is solely effective as to the Trademarks listed on Exhibit A, attached hereto.

2. Third Party Beneficiary. Nothing expressed or implied in this Assignment is intended to confer upon any person other than Assignor and Assignee and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

3. Limitation. This Assignment is intended to implement the provisions of the Purchase Agreement and shall not be construed to enhance, extend or limit the rights or obligations of the Assignor or Assignee thereunder. To the extent any provision of this

instrument is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

4. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

5. Further Assurances. Each of the parties hereto shall execute and deliver such further instruments and other documents as the other party may reasonably request to effectuate the purposes of, or to evidence the transactions contemplated by, this Assignment.

[Rest of page intentionally left blank. Signatures to follow.]

LONGLEAF PRODUCT DESTRUCTION, LLC

By: Shred First USA, LLC, its Manager

By: [Signature]
Name: John Bauknight
Title: Manager

State of South Carolina
County of Spartanburg : SS

On this 10th day of August, 2006, before me appeared John Bauknight, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of Longleaf Product Destruction, LLC with authority to do so.

[Signature: Paige M. Parks]
Signature of Notary Public

EXHIBIT A
TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SHRED FIRST	2,387,889	September 19, 2000
SHRED FIRST (& design)	3,047,946	January 24, 2006

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