

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Shred-it Canada Corporation Inc.		08/11/2006	CORPORATION: ONTARIO

RECEIVING PARTY DATA

Name:	GS Canada Specialty Lending Company, as Agent
Street Address:	150 King Street West
Internal Address:	Suite 1201
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5H 1J9
Entity Type:	Unlimited Liability Company: NOVA SCOTIA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	74341295	SHRED-IT
Serial Number:	74695329	SHRED-CO
Serial Number:	75703890	OUR BUSINESS IS TO ENSURE THAT NO ONE KNOWS YOURS
Serial Number:	75719680	DONE RIGHT. ON SITE.
Serial Number:	75719699	DOCUMENT DESTRUCTION. DONE RIGHT. ON SITE.
Serial Number:	76411517	ARTECH REDUCTION TECHNOLOGIES
Serial Number:	76411518	ARTECH REDUCTIONTECHNOLOGIES
Serial Number:	76476609	SECURIT
Serial Number:	78553569	SECURIT
Serial Number:	78859716	COMMUNITY SHRED
Serial Number:	78795953	SHRED-IT
Serial Number:	78785785	SECURIT DOCUMENT DESTRUCTION
Serial Number:	78785040	SECURIT DOCUMENT DESTRUCTION

CH \$490.00 74341295

Serial Number:	78553573	SECURIT
Serial Number:	78504218	ARTECH REDUCTION TECHNOLOGIES
Serial Number:	78504209	ARTECH
Serial Number:	78491180	THINKING BEYOND THE BOX
Serial Number:	78491201	SECURIT RECORDS MANAGEMENT
Serial Number:	78491188	SECURIT RECORDS MANAGEMENT

CORRESPONDENCE DATA

Fax Number: (404)602-9050
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-888-4284
Email: lvirts@hunton.com
Correspondent Name: Elizabeth A. Mullican, Esq.
Address Line 1: Hunton & Williams LLP
Address Line 2: Suite 4100, 600 Peachtree Street, N.E.
Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	65740.23
NAME OF SUBMITTER:	Elizabeth A. Mullican, Esq.
Signature:	/s/Elizabeth A. Mullican
Date:	08/15/2006

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of August 11, 2006, by SHRED-IT CANADA CORPORATION INC., an Ontario corporation (“**Grantor**”), in favor of GS CANADA SPECIALTY LENDING COMPANY, as Collateral Agent under the Credit Agreement described below (in such capacity, “**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among SHRED-IT INTERNATIONAL INC, as Borrower, the other Credit Parties party thereto from time to time (including but not limited to Grantor), the Lenders party thereto from time to time, and Collateral Agent, as Administrative Agent, Collateral Agent, Lead Arranger, Syndication Agent, and Documentation Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Lenders have agreed to make the Loans to Borrower, and the Grantor has guaranteed such Loans; and

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and Lenders, a continuing first priority security interest (subject to Permitted Liens) in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trade-Marks (as defined in the Security Agreement) to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trade-Mark; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trade-Mark and (ii) injury to the goodwill associated with any Trade-Mark.

3. **Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of

itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[signatures appear on the following page]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

GRANTOR:

SHRED-IT CANADA CORPORATION,
INC.

By: *Gregory Brophy*
Name: Gregory C. Brophy
Title: President + CEO

ACKNOWLEDGMENT OF GRANTOR

PROVINCE
STATE OF ONTARIO)
CITY)
COUNTY OF TORONTO) ss.

On this 3rd day of August, 2006, before me personally appeared Gregory Brophy, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SHRED-IT CANADA CORPORATION, INC., and who being duly sworn by me did depose and say that (i) such person is an authorized officer of SHRED-IT CANADA CORPORATION, INC., (ii) such instrument was signed on behalf of SHRED-IT CANADA CORPORATION, INC., and (iii) such person acknowledged such instrument to be the free act and deed of SHRED-IT CANADA CORPORATION, INC.

[Signature]
Notary Public
[Notarial Seal]

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

GS CANADA SPECIALTY LENDING COMPANY

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

GRANTOR:

SHRED-IT CANADA CORPORATION,
INC.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)

ss.

COUNTY OF _____)

On this ____ day of _____, 2006, before me personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SHRED-IT CANADA CORPORATION, INC., and who being duly sworn by me did depose and say that (i) such person is an authorized officer of SHRED-IT CANADA CORPORATION, INC., (ii) such instrument was signed on behalf of SHRED-IT CANADA CORPORATION, INC., and (iii) such person acknowledged such instrument to be the free act and deed of SHRED-IT CANADA CORPORATION, INC.

Notary Public

[Notarial Seal]

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

GS CANADA SPECIALTY LENDING COMPANY

By: *Stephen W. Hipp*

Name: Stephen W. Hipp

Title: Authorized Signatory

Schedule 1

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark: SHRED-IT	Serial #: 74341295	Filing Date: 12/21/1992	Registration#: 1890271	Registration Date: 04/18/1995
Mark: SHRED-CO	Serial #: 74695329	Filing Date: 06/30/1995	Registration#: 2084571	Registration Date: 07/29/1997
Mark: OUR BUSINESS IS TO ENSURE THAT NO ONE KNOWS YOURS	Serial #: 75703890	Filing Date: 05/12/1999	Registration#: 2399485	Registration Date: 10/31/2000
Mark: DONE RIGHT. ON SITE.	Serial #: 75719680	Filing Date: 06/02/1999	Registration#: 2329832	Registration Date: 03/14/2000
Mark: DOCUMENT DESTRUCTION. DONE RIGHT. ON SITE	Serial #: 75719699	Filing Date: 06/02/1999	Registration#: 2379173	Registration Date: 08/22/2000
Mark: ARTECH REDUCTION TECHNOLOGIES	Serial #: 76411517	Filing Date: 05/28/2002	Registration#: 2854538	Registration Date: 06/15/2004
Mark: ARTECH REDUCTION TECHNOLOGIES	Serial #: 76411518	Filing Date: 05/28/2002	Registration#: 2818123	Registration Date: 02/24/2004
Mark: SECURIT	Serial #: 76476609	Filing Date: 12/18/2002	Registration#: Pending	Registration Date: Pending
Mark: SECURIT & Design	Serial #: 78553569	Filing Date: 1/25/2005	Registration#: Pending	Registration Date: Pending
Mark: COMMUNITY SHRED	Serial #: 78859716	Filing Date: 4/12/2006	Registration#: Pending	Registration Date: Pending
Mark: SHRED-IT	Serial #: 78795953	Filing Date: 1/20/2006	Registration#: Pending	Registration Date: Pending
Mark: SECURIT DOCUMENT DESTRUCTION	Serial #: 78785785	Filing Date: 1/5/2006	Registration#: Pending	Registration Date: Pending
Mark: SECURIT DOCUMENT DESTRUCTION	Serial #: 78785040	Filing Date: 1/4/2006	Registration#: Pending	Registration Date: Pending
Mark: SECURIT	Serial #: 78553573	Filing Date: 1/25/2005	Registration#: Pending	Registration Date: Pending
Mark: ARTECH REDUCTION TECHNOLOGIES	Serial #: 78504218	Filing Date: 10/22/2004	Registration#: Pending	Registration Date: Pending
Mark: ARTECH	Serial #: 78504209	Filing Date: 10/22/2004	Registration#: Pending	Registration Date: Pending
Mark: THINKING BEYOND THE BOX	Serial #: 78491180	Filing Date: 9/29/2004	Registration#: 3087234	Registration Date: 5/2/2006
Mark: SECURIT RECORDS MANAGEMENT	Serial #: 78491201	Filing Date: 9/29/2004	Registration#: Pending	Registration Date: Pending
Mark: SECURIT RECORDS MANAGEMENT	Serial #: 78491188	Filing Date: 9/29/2004	Registration#: Pending	Registration Date: Pending

Schedule 1

Trademark Security Agreement
637434

RECORDED: 08/15/2006

**TRADEMARK
REEL: 003369 FRAME: 0569**