

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chester Taylor Hinton		02/16/2007	INDIVIDUAL:
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: 1			
Property Type	Number	Word Mark	
Registration Number:	3072475	ON-SITE SHRED	
CORRESPONDENCE DATA			
Fax Number:	(513)579-6457		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5135796960		
Email:	trademarks@kmlaw.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:	CI7800MA0256		
NAME OF SUBMITTER:	Courtney A. Laginess		
Signature:	/Courtney A. Laginess/		
Date:	03/19/2007		

OP \$40.00 3072475

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("**Assignment**") is effective as of February 16, 2007 ("**Effective Date**") from CHESTER TAYLOR HINTON, an individual and as a manager of On Site Shred, LLC, a North Carolina 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 the trademark listed on the attached Exhibit A (the "**Trademark**");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of February 15, 2007 (the "**Purchase Agreement**"), which Purchase Agreement provides, among other things, for the sale, transfer, assignment and conveyance of substantially all assets used or usable in Assignor's business, defined in the Purchase Agreement as the "**Purchased Assets**";

WHEREAS, pursuant to Section 1.1(e) of the Purchase Agreement, the Trademark is 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 Trademark;

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 Trademark 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 Trademark, 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 Trademark 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 Trademark and Related Rights.

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.]

EXHIBIT A
TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ON-SITE SHRED (& design)	3,072,475	March 28, 2006

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