

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
RECORD XPRESS OF CALIFORNIA, LLC		07/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent		
Street Address:	6011 Connection Drive		
Internal Address:	Attention: Access CIG Account Manager		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77389578	DATASHRED, INC.	
Serial Number:	77392816	DATASHRED	
CORRESPONDENCE DATA			
Fax Number:	(404)888-4190		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 888-4000		
Email:	rcherry@hunton.com		
Correspondent Name:	Rose Cherry, Sr. Paralegal		
Address Line 1:	HUNTON & WILLIAMS LLP		
Address Line 2:	600 Peachtree Street, NE, Suite 4100		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	65740.40 - GSSLG/ACCESS		
NAME OF SUBMITTER:	Brandon A. Van Balen, Esq.		

CH \$65.00 77389578

Signature:

/s/ Brandon A. Van Balen, Esq.

Date:

07/03/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of July 1, 2008, by and among **RECORD XPRESS OF CALIFORNIA, LLC**, a Delaware limited liability company ("**Grantor**"), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.** ("**GSSLG**"), as Collateral Agent ("**Collateral Agent**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of October 24, 2007, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG as Administrative Agent and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), Lenders agreed to make the Loans to Borrowers, including Grantor;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent 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 Security Agreement or the Credit Agreement, as applicable.

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 Agent, on behalf of itself and the Secured Parties, a continuing First Priority security interest 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 Trademarks and Trademark Licenses 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 Trademark and each Trademark License; 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 Trademark or Trademark licensed under any Trademark License, and (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **Pledge and 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 the Secured Parties, 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

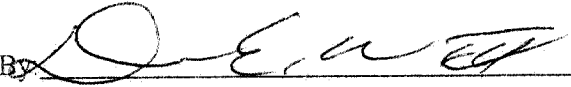
the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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.

[Signature Pages Follow]

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.

RECORD XPRESS OF CALIFORNIA, LLC

By 
Name: Dennis E. Barnedt III
Title: President and Chief Executive Officer

ACKNOWLEDGMENT OF GRANTOR

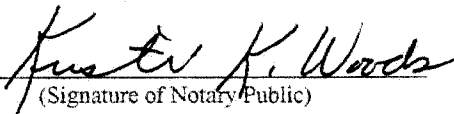
Florida
STATE OF ~~CALIFORNIA~~)
Broward)ss
COUNTY OF ~~CONTRA COSTA~~)

On June 30, 2008, before me, Kristi K. Woods, a notary public in and for said state, personally appeared Dennis E. Barnedt III, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




(Signature of Notary Public)

[Acknowledgement of Collateral Agent on Following Page]

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P.

By: Todd B. Foust

Name: Todd B. Foust
Title: Senior Vice President

Schedule 1
to
Trademark Security Agreement

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Application Date</u>
DataShred, Inc.	77389578	February 5, 2008
Datashred	77392816	February 8, 2008

Trademark Security Agreement (RX-Oakland)
25204580
MMB:10254-019:912802.1