

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Xepa Digital, LLC		11/01/2007	LIMITED LIABILITY COMPANY: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Iron Mountain Information Management, Inc.		
<b>Street Address:</b>	745 Atlantic Avenue		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02111		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3097403	XEPA DIGITAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)646-8646		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-646-8000		
<b>Email:</b>	drwtrademarks@wolfgreenfield.com		
<b>Correspondent Name:</b>	Douglas R. Wolf		
<b>Address Line 1:</b>	600 Atlantic Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>ATTORNEY DOCKET NUMBER:</b>	I0306.20085US00		
<b>NAME OF SUBMITTER:</b>	Douglas R. Wolf		
<b>Signature:</b>	/drw/		
<b>Date:</b>	09/29/2008		

CH \$40.00 3097403

**Total Attachments: 6**

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**ASSET PURCHASE AND SALE AGREEMENT**

**among**

**IRON MOUNTAIN INFORMATION MANAGEMENT, INC.**

**as Buyer**

**XEPA DIGITAL, LLC**

**As Seller**

**and each of**

**KEN CAILLAT, EDWIN OUTWATER III AND CLAUS TRELBY**

**As Members of Seller**

**as of November 1, 2007**

In the event other pages, including but not limited to, cover pages, indexes, or tables of contents, are placed in front of this page, those pages shall not be deemed the first page. This page and only this page shall be deemed or considered the first page of the Asset Purchase and Sale Agreement for all legal purposes.

**TRADEMARK**

**REEL: 003861 FRAME: 0122**

## ASSET PURCHASE AND SALE AGREEMENT

**THIS AGREEMENT** ("Agreement") is made as of November 1, 2007 by and among Iron Mountain Information Management, Inc., a Delaware corporation ("Buyer") and Xepa Digital, LLC, a Pennsylvania limited liability company ("Seller", which term shall include any predecessor of Seller engaged in the Business), and each of Ken Caillat, Edwin Outwater III and Claus Trelby, being all of the members of Seller (the "Members").

### RECITALS

A. Seller is engaged in the business of providing audio, video, image restoration and other products and services in, among other places, the states of California and Pennsylvania.

B. Buyer desires to purchase, and Seller desires to sell, substantially all the assets of the Business (as hereinafter defined) on the terms and subject to the conditions contained in this Agreement.

C. The Board of Directors of Buyer has approved and adopted this Agreement and the Manager(s) and Members, as applicable, of Seller have approved and adopted this Agreement.

D. The Members, who own one hundred percent (100%) of the issued and outstanding capital securities of Seller, join in this Agreement to confirm certain representations, warranties and agreements of Seller herein and to indemnify Buyer in connection with certain matters.

In consideration of the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Buyer, Seller and the Members, intending to be legally bound, agree as follows:

### ARTICLE 1. DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Agreement, certain terms used in this Agreement and not otherwise defined herein shall have the meanings designated below:

*"Affiliate"* shall mean, with respect to any Person, (a) any individual or entity at the time directly or indirectly controlling, controlled by or under direct or indirect common control with such Person, (b) any general partner, manager, executive officer or director of such Person, and (c) when used with respect to an individual, shall include any member of such individual's immediate family or a family trust.

impair marketability and do not materially interfere with the use of the Subject Assets or the Business as currently operated and constructed or proposed to be operated and constructed.

“*Person*” shall mean any natural individual or Entity.

“*Subject Assets*” means all of the tangible and intangible assets used, useful to or held by Seller or used by or held by any of its Affiliates in connection with the operation of the Business, including, without limitation, the following:

(i) all of the personal property of Seller and all other tangible assets and properties of Seller used, useful to or held by Seller or used by or held by any of its Affiliates in connection with the operation of the Business, wherever located and whether or not described or referred to herein, including, without limitation, owned and leased trucks and other vehicles, office equipment, telephone systems, security systems, owned computers (if any), computer programs, customer Contracts, all inventory as of the Effective Date, photocopiers and related equipment, inventories, prepaid accounts, security deposits and prepaid expenses, furniture, fixtures and fixed assets, together with any replacements thereof and additions thereto made between the date hereof and the Closing Date;

(ii) all intangible properties and rights used in the operation of the Business, wherever located and whether or not described or referred to herein, including, without limitation, any lease (other than any lease for real property), Contract, instrument, license, internet domain name, agreement (including, without limitation, any confidentiality, nondisclosure, nonsolicitation and/or noncompetition agreement for the benefit of the Business), sales order, purchase order, open bid or other obligation or commitment, whether written or oral, and all rights therein;

(iii) all licenses relating to the operation of the Business;

(iv) all claims, rights under warranties and choses-in-action of Seller;

(v) all books, reports and records relating to the ownership or operation of the Subject Assets or the conduct of the Business, including executed copies of the Contracts;

(vi) all client, customer, candidate, contractor, supplier and consultant lists and information, including without limitation files, Contracts and correspondence, telephone and facsimile numbers, e-mail and website addresses and other business records of such clients, customers, candidates, contractors, suppliers and consultants and all employee lists and information, including without limitation files, Contracts and correspondence, telephone and facsimile numbers and other business records of such employees used in connection with the Business;

(vii) all Intellectual Property used in connection with the Business, to the extent of Seller's rights therein, including without limitation, the exclusive right to use the trade name "Confidential Document Services" and any other trade names listed on Schedule A and any other trade names used in connection with the Business and telephone numbers used in the Business;

(viii) all know-how associated with the Business; and

(ix) the goodwill of the Business.

Without limiting the generality of the foregoing, the Subject Assets shall include the items listed on Schedule A. The Subject Assets shall not include any Excluded Assets.

**"Taxes"** shall mean any and all taxes, sums or amounts assessed or assessable, levied and due by any federal, state or county or other local governmental authority or agency including, without limitation, real and personal property taxes; income taxes, whether measured by gross or net income or profit; franchise, excise, sales and use taxes; employee withholding; social security; unemployment taxes; and any other taxes required to be paid by Seller, including interest and penalties in respect thereof whether disputed or not, and whether accrued, contingent, due, absolute, deferred, unknown or other, together with any and all penalties, interests and additions to all such taxes, sums or amounts.

**"Termination Date"** shall mean November 1, 2007 or such other date as the Parties may, from time to time, mutually agree.

**"Transactions"** shall mean the transactions contemplated by this Agreement or by the Collateral Documents.

Section 1.2. Other Definitions. In addition to the foregoing, the following terms have the meanings given them in the following sections:

<u>Term:</u>	<u>Section:</u>
Arbitrator	12.9
Assumed Obligations	2.2(d)(i)
Buyer's Documents	4.2
Buyer Indemnified Parties	11.2(a)
CERCLA	3.17(a)
COBRA	9.2(b)
Code	2.5
Collateral Documents	11.1
Environmental Laws and Regulations	3.17(a)
ERISA	3.19(a)
ERISA Affiliate	3.19(a)
Excluded Liabilities	2.2(d)(ii)
Enforceability Limitations	3.2
Financial Statements	3.6

of strikes, work stoppages or slowdowns or any pending demands for collective bargaining by any such union or other organization; and (C) neither Seller nor any of such employees is now, or has since January 1, 2003 been, subject to or involved in or, to Seller's Knowledge, threatened with, any union elections, petitions therefor or other organizational or recruiting activities, in each case with respect to the Seller. Seller has complied, and through the Closing will continue to comply, in all material respects with all federal, state and local laws, rules and regulations applicable to Seller Employees, including, without limitation, all rules and regulations of the U.S. Equal Employment Opportunity Commission.

Section 3.21. Transactions with Interested Persons. Neither Seller nor, to Seller's Knowledge, any of its Affiliates or the directors or officers of the Seller has a material Contract or arrangement with respect to the Business or is an Affiliate of any customer, competitor or supplier of the Business, or any organization which has a material Contract with the Business (other than Contracts with Seller, which Contracts shall be terminated prior to the Closing).

Section 3.22. Patents, Trademarks, Trade Secrets, Etc.

(a) Except for the trade names listed in Schedule A or as otherwise set forth on Schedule 3.22, Seller has no trademarks, trade dresses, service marks, trade names, copyrights, computer programs or program rights, patents, licenses or other similar intangible property rights and interests ("Intellectual Property") which it uses in connection with the Business. Seller's records adequately document its ownership of all software used in the Business, including software listed on Schedule 3.22. Seller has not received written notice from any third Person that its use of the trade names listed in Schedule A or any other Intellectual Property conflicts with the intellectual property rights of any third Person. No Person has made or, to the Seller's Knowledge, threatened to make any claims that the operation of the Business is in violation of or infringes any intellectual property rights of any third Person.

(b) Seller has received no written claims challenging its right to use any trade secrets, customer lists or operating methods required for or incident to the operation of the Business. To the best of its Knowledge, Seller is not using or in any way making use of any confidential information or trade secrets of any third Person, including without limitation, a former employer of any present or past employee or Seller.

Section 3.23. Services and Operations.

(a) Seller's invoices to its Customers are accurate in all material respects and do not charge Customers for storage of nonexistent items or services not performed. Seller invoices for services in arrears.

(b) Seller has sufficient real estate and electronic storage capacity to accommodate all storage to be accomplished.

**Schedule 3.22**  
**Intellectual Property**

The following domain name is registered to Seller: [www.xepadigital.com](http://www.xepadigital.com).  
Xepa Digital, LLC is a registered service mark.