

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 International Inc.		11/12/2010	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	National Bank of Canada, as Agent		
Street Address:	130 King Street West		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1J9		
Entity Type:	Canadian Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77656629	SECURSHIELD	
Serial Number:	85090226	SHRED-IT MAKING SURE IT'S SECURE.	
Serial Number:	85090221	SHRED-IT MAKING SURE IT'S SECURE.	
Serial Number:	85089662	MAKING SURE IT'S SECURE.	
Registration Number:	3624641	SECURIT RECORDS MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	(415)591-1400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-558-5600		
Email:	trademarksSF@winston.com		
Correspondent Name:	Jamie Gatenio c/o Winston & Strawn LLP		
Address Line 1:	35 W. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	012038.00001		

CH \$140.00 77656629

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Sandra L. Owen
Signature:	/Sandra L. Owen/
Date:	11/12/2010

Total Attachments: 5

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SHORT-FORM TRADEMARK SECURITY AGREEMENT

WHEREAS, Shred-it International Inc. (the "Grantor") has adopted, used, is using, or intends to use; and is the owner of the trademarks and the service marks listed in the attached Schedule of Trademarks, and the registrations and applications associated therewith;

WHEREAS, the Grantor has previously entered into the Canadian Pledge and Security Agreement dated as of June 5, 2009 (as modified from time to time, the "Security Agreement": capitalized terms used but not defined herein, shall have the meanings given to them in the Security Agreement), in which the Grantor has granted certain interests in favor of National Bank of Canada, as agent (the "Agent") for the benefit of the Secured Parties; and

WHEREAS, the Grantor has contemporaneously with the execution of this Short-Form Trademark Security Agreement entered into a Confirmation of Guarantee and Security dated as of November 5, 2010 (the "Confirmation") pursuant to which Grantor has reaffirmed to the Agent its obligations under the Security Agreement;

WHEREAS, in connection with the Confirmation, the Grantor has agreed with the Agent and the Secured Parties to execute this Short-Form Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement, a security interest in all of its right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"):

(i) all the trademarks and service marks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including (a) the trademarks and service marks listed on the attached Schedule of Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark or a service mark filed on an intent-to-use basis but solely to the extent that the grant of a security interest in any such trademark or service mark application would materially adversely affect the term, validity or enforceability of the resulting trademark or service mark registration or result in cancellation, abandonment or withdrawal of such trademark or service mark application), and (b) all of the goodwill of the business connected with the use of, and symbolized by each such trademark, service mark, trademark registration, service mark registration, trademark application, and service mark application;

(ii) all trademark license agreements, whether written or oral, providing for the grant by or to Grantor of any right to use any trademark or service mark, including any of the trademark license agreements listed on the attached Schedule of Trademarks; and

(iii) all proceeds of and revenues from the forgoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for damages by reason of past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark, service mark, trademark registration, service mark registration, trademark application or service mark application, including, without limitation, the trademarks, service marks, trademark registrations, service mark registrations, trademark applications and service mark applications listed in the attached Schedule of Trademarks or by reason of injury to the goodwill associated within any such

trademark, service mark, trademark registration, service mark registration, trademark application or service mark application, in each case together with the right to sue for and collect said damages;

as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations. Notwithstanding the foregoing, in the event of any conflict between this Short-Form Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Grantor hereby irrevocably constitutes and appoints Agent and any officer or agent of Agent, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Agent's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Short-Form Trademark Security Agreement and to accomplish the purposes hereof.

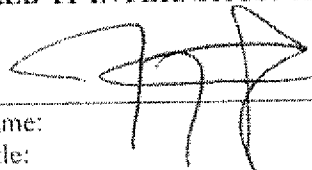
Except to the extent permitted in the Security Agreement or Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of 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.

This Short-Form Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

Date: November 12, 2010

SHRED-IT INTERNATIONAL INC.

By: 
Name:
Title:

ACKNOWLEDGED:

NATIONAL BANK OF CANADA, AS
AGENT

By: 
Name: Arun Bery
Title: Managing Director

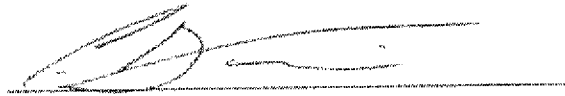

François Montigny
Directeur

ACKNOWLEDGMENT

PROVINCE OF Ontario)
Tam)SS.
CITY OF Oshawa)

I, Charlei Gorman, a Notary Public in and for and residing in said City and Province, DO HEREBY CERTIFY THAT James D. Reddy, of Shred-it International Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

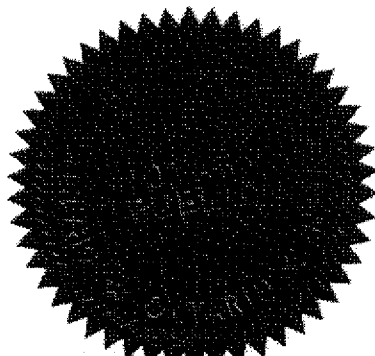
GIVEN under my hand and notarial seal this 17 day of November, 2010.



Notary Public

My Commission Expires:

does not expire



SCHEDULE OF TRADEMARKS

TRADE-MARK APPLICATIONS AND REGISTRATIONS

Pending Applications

PENDING APPLICATIONS				
MARK	JURISDICTION	APP. DATE	APP. NO.	STATUS
SECURSHIELD	United States	Jan 26, 2009	77/656,629	Suspended pending Canadian registration
SHRED-IT MAKING SURE IT'S SECURE. & Design	United States	Jul 22, 2010	85/090,226	Pending
SHRED-IT MAKING SURE IT'S SECURE. (ON RIGHT) & Design	United States	Jul 22, 2010	85/090,221	Pending
MAKING SURE IT'S SECURE.	United States	Jul 21, 2010	85/089,662	Pending

Registrations

ISSUED REGISTRATIONS				
MARK	JURISDICTION	REG. DATE	REG. NO.	STATUS
SECURIT RECORDS MANAGEMENT	United States	May 19, 2009	3,624,641	Registered (expires May 19, 2019)

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