

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Retrievevex Financing Corp.		01/19/2011	CORPORATION: DELAWARE
Retrievevex, Inc.		01/19/2011	CORPORATION: MASSACHUSETTS
Retrievevex Acquisition Corp. V		01/19/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2612379	SHREDSense
Registration Number:	2484543	ARMS-ADVANCED RECORDS MANAGEMENT SERVICES, INC.
Registration Number:	3670186	RETRIEVEX
Registration Number:	3670187	CUSTOMER FOREMOST - QUALITY PARAMOUNT
Registration Number:	1467652	SAVE-A-FILE SYSTEMS
Registration Number:	3727453	SHRED A FILE SYSTEMS
Registration Number:	3707129	SHRED A FILE SYSTEMS
Serial Number:	85063612	RECORDS LINK RETRIEVEX ONLINE ACCESS
Serial Number:	85063603	RECORDSLINK
Serial Number:	85063591	FILELINE

**CORRESPONDENCE DATA**

**900182013**

**TRADEMARK  
 REEL: 004458 FRAME: 0684**

**CH \$265.00 2612379**

Fax Number: (617)227-4420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 6172390746  
Email: kouimet@eapdlaw.com  
Correspondent Name: Kristine Ouimet, Senior Paralegal  
Address Line 1: 111 Huntington Avenue, EAPD  
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	51442.0231
NAME OF SUBMITTER:	Kristine L. Ouimet
Signature:	/Kristine L. Ouimet/
Date:	01/21/2011

Total Attachments: 5  
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 19, 2011 is made between Retrievox Financing Corp., a Delaware corporation, Retrievox, Inc., a Massachusetts corporation and Retrievox Acquisition Corp. V, a Delaware corporation (collectively, the "Grantors"), and Bank of America, N.A., as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Lenders.

WITNESSETH:

WHEREAS, the Grantors and the Administrative Agent, among others, are parties to an Amended and Restated Credit Agreement, dated as of January 19, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lenders party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered an Amended and Restated Guarantee and Security Agreement, dated as of January 19, 2011 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Security Agreement");

WHEREAS, pursuant to the Guarantee and Security Agreement, the Grantors are required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations and Guarantor Obligations; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans and issue or participate in Letters of Credit pursuant to the Credit Agreement, the Grantors agree, for the benefit of each Lender, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guarantee and Security Agreement.

Section 2. Grant of Security Interest. The Grantors hereby assign, pledge, hypothecate, charge, mortgage, deliver, and transfer to the Administrative Agent, for the benefit of the Lenders, and hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantors (the "Trademark Collateral");

- (a) (i) all of their trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the businesses associated therewith, now existing or hereafter adopted or acquired including those filed or registered items referred to in Item A of Schedule I attached hereto, whether currently in use or

not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantors of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantors against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.


Section 3. Guarantee and Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for the benefit of the Lenders under the Guarantee and Security Agreement. The Guarantee and Security Agreement (and all rights and remedies of the Administrative Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


RETRIEVEX FINANCING CORP.

By:   
Name: Kurt Dinkelacker  
Title: Executive Vice President, Chief Financial Officer  
and Treasurer

RETRIEVEX, INC.

By:   
Name: Kurt Dinkelacker  
Title: Executive Vice President, Chief Financial Officer  
and Treasurer

RETRIEVEX ACQUISITION CORP. V

By:   
Name: Kurt Dinkelacker  
Title: Executive Vice President, Chief Financial Officer  
and Treasurer

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

RETRIEVEX FINANCING CORP.

By: \_\_\_\_\_  
Name: Kurt Dinkelacker  
Title: Executive Vice President, Chief Financial Officer  
and Treasurer

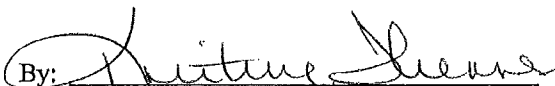
RETRIEVEX, INC.

By: \_\_\_\_\_  
Name: Kurt Dinkelacker  
Title: Executive Vice President, Chief Financial Officer  
and Treasurer

RETRIEVEX ACQUISITION CORP. V

By: \_\_\_\_\_  
Name: Kurt Dinkelacker  
Title: Executive Vice President, Chief Financial Officer  
and Treasurer

BANK OF AMERICA, N.A.,  
as Administrative Agent

By:   
Name: KRISTINE THERMAN  
Title: As President

SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>*Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Reg. Date</u>	<u>Owner</u>
1) U.S.A.	SHREDSense	2612379	8/27/2002	Retrievex, Inc.
2) U.S.A.	ARMS – ADVANCED	2484543	9/4/2001	Retrievex, Inc.

RECORDS MANAGEMENT

SERVICES, INC.

3) U.S.A.	RETRIEVEX	3670186	8/18/2009	Retrievex Financing Corp.
4) U.S.A.	CUSTOMER FOREMOST –	3670187	8/18/2009	Retrievex Financing Corp.

QUALITY PARAMOUNT

5) U.S.A.	SAVE-A-FILE SYSTEMS	1467652	12/1/1987	Retrievex Acquisition Corp. V
6) U.S.A.	SHRED A FILE SYSTEMS	3727453	12/22/2009	Retrievex Acquisition Corp. V
7) U.S.A.	SHRED A FILE SYSTEMS	3707129	11/3/2009	Retrievex Acquisition Corp. V

Pending Trademark Applications

<u>*Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Owner</u>
1) U.S.A.	Records Link Retrievex Online Access (stylized)	85063612	June 15, 2010	Retrievex Financing Corp.
2) U.S.A.	RECORDSLINK	85063603	June 15, 2010	Retrievex Financing Corp.
3) U.S.A.	FILELINE	85063591	June 15, 2010	Retrievex Financing Corp.

Trademark Applications in Preparation

<u>*Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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Item B. Trademark Licenses

<u>*Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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