

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
Shred USA, Inc.		11/13/2007	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Cintas Corporation No. 2		
Street Address:	6800 Cintas Boulevard		
City:	Mason		
State/Country:	OHIO		
Postal Code:	45040		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3062514	SHRED USA	
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@kmklaw.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:	CI7800TM0010		
NAME OF SUBMITTER:	Courtney A. Laginess		
Signature:	/Courtney A. Laginess/		
Date:	08/02/2011		

OP \$40.00 3062514

Total Attachments: 4

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ASSET PURCHASE AGREEMENT

DATED AS OF NOVEMBER 13, 2007

BY AND AMONG

CINTAS CORPORATION NO. 2,

AS PURCHASER

AND

SHREDUSA, INC.

AS SELLER

AND

TONY HODNETT AND SEAN BRENNAN,

AS SHAREHOLDERS

TRADEMARK

REEL: 004595 FRAME: 0980

(c) All customer contracts and customer accounts of any nature existing in connection with the Business, including, but not limited to, the active accounts listed in Schedule 1.1(c) attached hereto (which schedule also lists all calendar year 2006 revenues from each such active account for the twelve (12) month period ended December 31, 2006 and all revenues from each such active account from January 1, 2007 through October 31, 2007) and all claims and rights under customer contracts, agreements, commitments with customers and purchase orders, written and oral, all claims and rights relating to customers served by Seller in the Business but not under written contracts, all customer lists, route books, records, software, computer records and other similar data relating to customer accounts, and rights under bids and proposals now pending (collectively the "Customer Accounts");

(d) All accounts receivable arising from transactions of the Seller in the Business outstanding as of the Closing Date (later defined) and those billed after the Closing Date for services rendered by Seller prior to the Closing Date, including those reserved for as uncollectible or written off, subject to the provisions of Section 10.2 hereof (the "Accounts Receivable");

(e) All intellectual property, copyrights, patent rights, trademarks, service marks, trade names, know-how or rights thereto relating to the Business, registered or unregistered, including all rights of Seller, if any, to the corporate or trade name "SHREDUSA" and all related registrations and all licenses, permits, consents, variances and approvals, to the extent transferable (the "Intellectual Property");

(f) All files, books and records (including computer records) of Seller relating to the foregoing items including general business and accounting records, employment and personnel records of employees of Seller hired by Purchaser, supplier lists, mailing lists and advertising materials;

(g) Other than pre-paid insurance and lease deposits set forth on Schedule 1.2, all prepaid expenses and deposits of the Seller, if any;

(h) Permits, to the extent transferable;

(i) All contracts and agreements of Seller set forth on Schedule 1.1(i) and to the extent such listed contract or agreement is a lease the entire leasehold rental interest arising under such lease (together with the Customer Accounts, the "Assumed Contracts") to be assumed by Purchaser.

(j) All agreements between Seller and any employees and former owner(s) of the Business that contain non-competition and non-solicitation covenants or any other restrictive covenants;

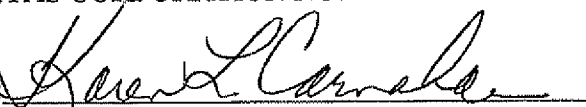
(k) All governmental approvals, authorizations, certifications, consents, variances, permissions, licenses and permits to the extent transferable;

(l) All warranty rights related to the foregoing;

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

PURCHASER:

CINTAS CORPORATION NO. 2

BY: 
Name: Karen L. Carnahan
Title: Vice President

SELLER:

SHREDUSA, INC.

BY: _____
Name: _____
Title: _____

SHAREHOLDERS:

Tony Hodnett, Individually

Sean Brennan, Individually

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

PURCHASER:

CINTAS CORPORATION NO. 2

BY: _____

Name: Karen L. Carnahan

Title: Vice President

SELLER:

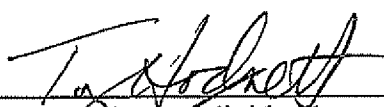
SHREDUSA, INC.

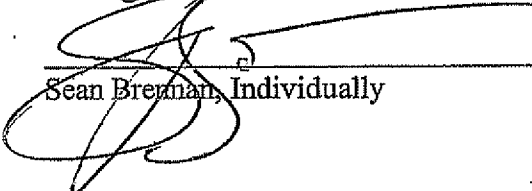
BY:  _____

Name: Tony Hodnett

Title: President

SHAREHOLDERS:

 _____
Tony Hodnett, Individually

 _____
Sean Brennan, Individually