

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Two-Twenty Records Management LLC		10/05/2011	LIMITED LIABILITY COMPANY: DELAWARE
Storetrieve, LLC		10/05/2011	LIMITED LIABILITY COMPANY: DELAWARE
Arizona Records Storage Center, LLC		10/05/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	First New England Capital III, L.P.
<b>Street Address:</b>	100 Pearl Street
<b>City:</b>	Hartford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06103
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	3961626	"SMART STORAGE SOLUTIONS"
Registration Number:	3461259	STORETRIEVE, INC.
Registration Number:	3614850	STORETRIEVE, INC.
Registration Number:	3461262	TOP-FORM RECORDS MANAGEMENT
Registration Number:	3536538	TOP-FORM RECORDS MANAGEMENT
Registration Number:	3466512	STORETRIEVE OPTICAL SOLUTIONS (SOS)
Registration Number:	3614824	STORETRIEVE
Serial Number:	85378997	SMART DATA PROTECTION SOLUTIONS
Serial Number:	85427544	SMART DIGITAL SOLUTIONS
Serial Number:	85429076	SMART DOCUMENT SHRED SOLUTIONS
Serial Number:	85428704	SMART CLOUD/EVAULT SOLUTIONS

**TRADEMARK**

Serial Number:

85434692

SMARTWEB

**CORRESPONDENCE DATA**

Fax Number: (860)275-8299

Phone: 860-275-8285

Email: jscheib@rc.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Jacqueline P. Scheib

Address Line 1: 280 Trumbull Street

Address Line 2: Robinson & Cole LLP

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:

Jacqueline P. Scheib

Signature:

/Jacqueline P. Scheib/

Date:

10/06/2011

**Total Attachments: 20**

source=Two-TwentySA#page1.tif

source=Two-TwentySA#page2.tif

source=Two-TwentySA#page3.tif

source=Two-TwentySA#page4.tif

source=Two-TwentySA#page5.tif

source=Two-TwentySA#page6.tif

source=Two-TwentySA#page7.tif

source=Two-TwentySA#page8.tif

source=Two-TwentySA#page9.tif

source=Two-TwentySA#page10.tif

source=Two-TwentySA#page11.tif

source=Two-TwentySA#page12.tif

source=Two-TwentySA#page13.tif

source=Two-TwentySA#page14.tif

source=Two-TwentySA#page15.tif

source=Two-TwentySA#page16.tif

source=Two-TwentySA#page17.tif

source=Two-TwentySA#page18.tif

source=Two-TwentySA#page19.tif

source=Two-TwentySA#page20.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into as of October 5, 2011 by and among TWO-TWENTY RECORDS MANAGEMENT LLC, a Delaware limited liability company ("Borrower"), STORETRIEVE, LLC, a Delaware limited liability company ("Storetrieve") and ARIZONA RECORDS STORAGE CENTER, LLC, a Delaware limited liability company ("ARSC" and together with Borrower and Storetrieve, the "Grantors" and singly, each a "Grantor"), and FIRST NEW ENGLAND CAPITAL III, L.P., a Delaware limited partnership (the "Lender").

### RECITALS

A. Pursuant to that certain Credit Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among, *inter alia*, Grantors and the Lender, dated as of even date herewith, the Lender has agreed to make certain loans and otherwise extend credit to Borrower for the amounts and for the purposes described therein and Borrower has incurred certain obligations to the Lender as set forth therein and in the Loan Documents. Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Credit Agreement.

B. In order to induce the Lender to extend credit to Borrower in accordance with the Credit Agreement, and in consideration therefor, each Grantor has agreed to grant to the Lender, a perfected lien on and security interest in all of such Grantor's trademarks, copyrights, patents, whether now or hereafter existing, owned or acquired, all pursuant to the terms of this Agreement in order to secure the due and punctual payment and performance of all of the Obligations, including all such which would become due but for the operation of the automatic stay pursuant to §§502(b) and 506(b) of the Federal Bankruptcy Code (all items set forth in this Recital are collectively, the "Secured Obligations").

C. It is a condition precedent to the extension of the Loans and the other financial accommodations by the Lender that each Grantor executes and delivers this Agreement.

**NOW, THEREFORE**, for and in consideration of the covenants and provisions set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

#### Section 1. Grant of Security Interest in the Collateral; Obligations Secured.

(a) As security for the Secured Obligations, each Grantor hereby:

(1) sells, mortgages, conveys, pledges and grants to the Lender, its successors and assigns a continuing and unconditional security interest in, any and all right, title and interest of such Grantor, whether now existing or hereafter acquired or arising, in and to the following:

i. **Patents.** Patents, whether now owned or hereafter acquired, or in which such Grantor now has or hereafter acquires any rights (the term "Patent" means and includes (A) all letters patent of the United States of America or any

other country or any political subdivision thereof, now existing or hereafter acquired, all registrations and recordings thereof, and all applications for letters patent of the United States of America or any other country or any political subdivision thereof, now existing or hereafter acquired, including without limitation registrations, recordings and applications therefor in the United States Patent and Trademark Office or any other country or any political subdivision thereof and (B) all reissues, continuations, continuations-in-part or extensions thereof), including without limitation each Patent listed on Schedule A-1 hereto, and all of the inventions now or hereafter described and claimed in such Grantor's Patents;

ii. **Patent Licenses.** Patent Licenses, whether now owned or hereafter acquired, or in which such Grantor now has or hereafter acquires any rights (the term "Patent Licenses" means and includes any written agreement granting to any person any right to exploit, use or practice any invention on which a Patent is owned by another person), including without limitation each Patent License listed on Schedule A-2 hereto, and all royalties and other sums due or to become due under or in respect of such Grantor's Patent Licenses, together with the right to sue for and collect all such royalties and other sums;

iii. **Trademarks.** Trademarks, whether now owned or hereafter acquired, or in which such Grantor now has or hereafter acquires any rights (the term "Trademarks" means and includes (A) all trademarks, trade names, trade styles, service marks and logos, all prints and labels on which said trademarks, trade names, trade styles, service marks and logos have appeared or appear and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including without limitation registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any state thereof or any other country or any political subdivision thereof and (B) all renewals thereof), including without limitation each Trademark application and registration listed on Schedule B-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under federal law;

iv. **Trademark Licenses.** Trademark Licenses, whether now owned or hereafter acquired, or in which such Grantor now has or hereafter acquires any rights (the term "Trademark Licenses" means and includes any written agreement granting to any person any right to use or exploit any Trademark or Trademark registration of another person), including without limitation the agreements described in Schedule B-2 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed and all royalties and other sums due or to become due under or in respect of such Grantor's Trademark Licenses, together with the right to sue for and collect all such royalties and other sums;

v. **Copyrights.** Copyrights and Copyright registrations, whether now owned or hereafter acquired, or in which such Grantor now has or hereafter acquires any rights (the term “Copyrights” means and includes (A) all original works of authorship fixed in any tangible medium of expression, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including without limitation registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States of America, any state thereof or any other country or any political subdivision thereof and (B) all renewals thereof), including without limitation each Copyright registration listed on Schedule C-1 hereto;

vi. **Copyright Licenses.** Copyright Licenses, whether now owned or hereafter acquired, or in which such Grantor now has or hereafter acquires any rights (the term “Copyright Licenses” means and includes any written agreement granting to any person any right to use or exploit any Copyright or Copyright registration of another person), including without limitation the agreements described in Schedule C-2 hereto, and all royalties and other sums due or to become due under or in respect of such Grantor’s Copyright Licenses, together with the right to sue for and collect all such royalties and other sums; and

vii. **Proceeds and Products.** All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including without limitation (A) any claim of such Grantor against third parties for damages by reason of past, present or future infringement of any Patent or any Patent licensed under any Patent License, (B) any claims by such Grantor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark or of any Trademark licensed under any Trademark License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or of any Trademark licensed under any Trademark License, (C) any claim of such Grantor against third parties for damages by reason of past, present or future infringement of any Copyright or any Copyright licensed under any Copyright License, and (D) any claim of such Grantor against third parties for damages by reason of past, present or future infringement of any Copyright or any Copyright licensed under any Copyright License, and (E) any claim by such Grantor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clauses (A), (B), (C) and (D);

all of the foregoing being herein sometimes referred to as the “Collateral”;

(2) provided, however, the Collateral described above shall not include any interest of any Grantor in any contract, license, permit or similar general intangible if the granting of a security interest therein is prohibited by the terms of the written agreement creating or evidencing such contract, license, permit or similar intangible, provided, further, that, notwithstanding anything set forth in the proviso set forth above to the contrary, to the extent not

prohibited by law, the Lender shall at all times have a security interest in all rights of the Grantors to payments of money due or to become due under any such contract, license, permit or similar general intangible, and all proceeds thereof, and, if and when the prohibition which prevents the granting of a security interest in any such property is removed, terminated or otherwise becomes unenforceable as a matter of law, the Lender will be deemed to have, and at all times to have had a security interest in such property and the Collateral will be deemed to include, and at all times to have included, such property; and

(3) in furtherance of granting such security interests, grants, bargains, sells, transfers, conveys and assigns as security to the Lender the Patents, the Patent Licenses, the Copyrights and the Copyright Licenses. Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Lender of any applications by any Grantor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as any Grantor Intent-To-Use Application is pending this Agreement shall operate only to create a security interest for collateral purposes in favor of the Lender on such Intent-To-Use Application as collateral security for the Secured Obligations.

(b) This Agreement, including the security interest granted hereunder, is made and given to secure, and shall secure, the prompt payment or performance in full when due, whether by lapse of time, acceleration or otherwise, of the Secured Obligations.

Section 2. **Continuing Agreement; Termination and Release.** This Agreement is made for collateral purposes only. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until all of the Secured Obligations (other than unasserted contingent indemnification obligations) shall have been indefeasibly paid and satisfied and the expiration or termination of Lender's commitment, subject to the terms of the Credit Agreement, to make any Credit Extension. Upon such termination of this Agreement, the Lender shall, upon the request and at the expense of the Grantors, forthwith release, assign and transfer, without recourse, and, to the extent applicable, deliver, against receipt and without recourse to the Lender, such of the Collateral as may then be in the possession of the Lender and as shall not have been sold or otherwise applied pursuant to the terms hereof to or on the order of the Grantors. Said release, assignment, transfer and delivery shall include an instrument in form recordable in the United States Patent and Trademark Office and the United States Copyright Office by which the Lender shall terminate, release and, without representation, recourse or warranty, reassign to the Grantors all of its respective rights in each Patent, Patent License, Trademark, Trademark License, Copyright and Copyright License, including each registration thereof and application therefor, conveyed and transferred to the Lender pursuant to this Agreement.

Section 3. **No Release.** Nothing set forth in this Agreement shall relieve the Grantors from the performance of any term, covenant, condition or agreement on the Grantors' part to be performed or observed under or in respect of any of the Collateral or from any liability to any party under or in respect of any of the Collateral or impose any obligation on the Lender to perform or observe any such term, covenant, condition or agreement on the Grantors' parts to

be so performed or observed or impose any liability on the Lender for any act or omission on the part of the Grantors relative thereto or for any breach of any representation or warranty on the part of any Grantor contained in this Agreement or under or in respect of the Collateral or made in connection herewith or therewith.

Section 4. **Use of Collateral.** Notwithstanding anything to the contrary contained herein, until an Event of Default has occurred and is continuing and until otherwise notified by the Lender, the Grantors may continue to exploit, license, use, enjoy and protect the Collateral throughout the world and the Lender shall from time to time execute and deliver, upon written request of the Grantors, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the reasonable judgment of the Grantors to enable the Grantors to continue to exploit, license, use, enjoy and protect the Collateral throughout the world. In furtherance of the foregoing but subject to Sections 9 and 10 hereof, the Lender grants to the Grantors an exclusive, perpetual, world-wide, royalty-free right and license, with the right to exploit, license, use, enjoy and protect the Patents, the Patent Licenses, the Copyrights and the Copyright Licenses for any and all purposes.

Section 5. **Representations and Warranties of the Grantors.** Each Grantor hereby represents and warrants to the Lender as follows:

(a) Such Grantor is, and, as to the Collateral acquired by it from time to time after the date hereof, such Grantor will be, the owner or, as applicable, licensee of all the Collateral. The Grantor's rights in the Collateral are and shall remain free and clear of any lien, pledge, security interest, encumbrance, assignment, collateral assignment or charge of any kind, including without limitation any filing of, or agreement to file, a financing statement as Grantor under the Uniform Commercial Code or any similar statute, except for the lien and security interest created by this Agreement and Permitted Liens. The Grantor has made no previous assignment, conveyance, transfer or agreement in conflict with the liens granted hereby. The Grantor further represents and warrants to the Lender that Schedules A-1, A-2, B-1, B-2, C-1 and C-2 hereto, respectively, are true and correct lists of all Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights and Copyright Licenses owned or used by the Grantor as of the date hereof and that Schedules A-1, A-2, B-1, B-2, C-1 and C-2 are true and correct with respect to the matters set forth therein as of the date hereof.

(b) The Grantor has made all necessary filings and recordations to protect its interests in the Collateral.

(c) The Grantor owns directly or has rights to use all the Collateral and all rights with respect to any of the foregoing used in or necessary for the business of the Grantor in the ordinary course as presently conducted, except for such Collateral the lack of which could not reasonably be expected to have a Material Adverse Effect. The use of the Collateral and all rights with respect to the foregoing by the Grantor does not, to the actual knowledge of the Grantor, infringe on the rights of any party, nor has any claim of such infringement been made, except for such Collateral the lack of which could not reasonably be expected to have a Material Adverse Effect.

(d) Upon the filing of financing statements including the Collateral in the appropriate offices under the Uniform Commercial Code, and the filing of this Agreement in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, this Agreement will create a valid and duly perfected lien on and security interest in the Collateral which is registered in and with the United States of America effective against purchasers from and creditors of the Grantor, subject to no prior liens or encumbrances other than Permitted Liens.

Section 6. **Covenants and Agreements of the Grantors.** Each Grantor hereby covenants and agrees with the Lender as follows:

(a) On a continuing basis, each Grantor will, at the expense of such Grantor, subject to any prior licenses, encumbrances and restrictions and prospective licenses, encumbrances and restrictions permitted hereunder, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places within the United States of America, all such instruments, including without limitation appropriate financing and continuation statements and collateral agreements, and take all such action as may reasonably be deemed necessary or advisable by the Lender (i) to carry out the intent and purposes of this Agreement, (ii) to assure and confirm to the Lender the grant or perfection of the security interest in the Collateral intended to be created hereby, subject to no prior Liens or encumbrances other than Permitted Liens, or (iii) to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral.

(b) Without limiting the generality of the foregoing paragraph (a) of this Section 6, each Grantor (i) will not enter into any agreement that would impair or conflict with such Grantor's obligations hereunder; (ii) will, promptly following its becoming aware thereof, notify the Lender of (x) any final adverse determination in any proceeding in the United States Patent and Trademark Office or the United States Copyright Office or (y) the institution of any proceeding or any adverse determination in any federal, state, local or foreign court or administrative body regarding such Grantor's claims of ownership in or right to use any of the Collateral, its right to register any such Collateral or its right to keep and maintain such registration; (iii) will preserve and maintain all rights in the Collateral, unless no longer used in the ordinary course of such Grantor's business or no longer deemed necessary to such Grantor's business; (iv) will not grant or permit to exist any lien or encumbrance upon or with respect to the Collateral or any portion thereof except Permitted Liens and will not execute any security agreement or financing statement covering any of the Collateral except in favor of the Lender and in connection with the Permitted Liens; (v) will not permit to lapse or become abandoned (unless no longer used in the ordinary course of such Grantor's business or no longer deemed necessary to such Grantor's business), or settle or compromise any pending or future material litigation or material administrative proceeding with respect to any Collateral without the prior written consent of the Lender, or, except for licenses of Collateral in the ordinary course of business, contract for sale or otherwise sell, convey, assign or dispose of, or grant any option with respect to, the Collateral or any portion thereof; (vi) upon such Grantor obtaining knowledge thereof, will promptly notify the Lender in writing of any event that could reasonably be expected to have a Material Adverse Effect on the value of any of the Collateral, the ability of such Grantor or the Lender to dispose of any such Collateral or the rights and remedies of the Lender in relation thereto, including without limitation a levy or threat of levy or any legal



process against any such Collateral; (vii) will diligently keep reasonable records respecting the Collateral; (viii) hereby authorizes the Lender, in its sole discretion, to file one or more financing or continuation statements relative to all or any part of the Collateral without the signature of such Grantor where permitted by law; (ix) will furnish to the Lender from time to time statements and schedules further identifying and describing the Collateral and such other materials evidencing or reports pertaining to the Collateral as the Lender may reasonably request, all in reasonable detail; (x) will pay when due any and all taxes, levies, maintenance fees, charges, assessments, license fees and similar taxes or impositions payable in respect of the Collateral except to the extent being contested in good faith by appropriate proceedings which prevent the enforcement of the matter being contested (and for which such Grantor has established adequate reserves) and do not interfere with the business of such Grantor in the ordinary course or unless no longer necessary to such Grantor's business; and (xi) comply in all material respects with all laws, rules and regulations applicable to the Collateral.

(c) If, before the Secured Obligations shall have been indefeasibly paid and satisfied in full in cash (except for contingent indemnification obligations in respect of which a claim has not yet been made) and all commitments of the Lender under the Credit Agreement have been terminated, any Grantor shall obtain any rights to or become entitled to the benefit of any new Patent, patent application, service mark, trade name, Trademark, trademark application, trademark registration, Copyright, copyright application, copyright registration, license renewal or extension, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and the same shall automatically constitute Collateral and from and after such time be and become subject to the assignment, lien and security interest created hereby, as the case may be, without further action by any party, all to the same extent and with the same force and effect as if the same had originally been Collateral hereunder. If any Grantor so obtains or becomes entitled to any of the rights described above, such Grantor shall promptly give written notice thereof to the Lender. Such Grantor agrees to confirm the attachment of the lien and security interest created hereby to any such rights described above by execution of instruments, including, but not limited to, instruments for recordation with the United States Patent and Trademark Office and the United States Copyright Office, in form and substance acceptable to the Lender.

(d) The Grantors shall promptly notify the Lender of any future Collateral and, upon receipt of such notice by the Lender, Schedules A-1, A-2, B-1, B-2, C-1 and C-2 hereto shall be deemed amended to include reference to any such future Collateral.

(e) Each Grantor shall prosecute diligently applications for the Patents, Trademarks and Copyrights now or hereafter pending and make application on unpatented but patentable inventions and registrable but unregistered Trademarks and Copyrights, that, in each case, in such Grantor's reasonable judgment would be materially beneficial to the business of such Grantor in the ordinary course as presently, and as now contemplated will be, conducted, file and prosecute opposition and cancellation proceedings and perform all acts necessary to preserve and maintain all rights in the Collateral, unless as to any Patent, Trademark or Copyright, in the reasonable judgment of such Grantor, such Patent, Trademark or Copyright has become immaterial or obsolete to such business of such Grantor. Any expenses incurred in connection with such actions shall be borne by such Grantor.

(f) The Grantors shall not abandon any right to file any patent application, trademark application, service mark application, copyright application, Patent, Trademark or Copyright without the prior written consent of the Lender, unless such abandonment could not reasonably be expected to have a Material Adverse Effect.

Section 7. **Supplements; Further Assurances.** Each Grantor (i) agrees it will join with the Lender in executing and, at such Grantor's own expense, file and refile, or permit the Lender to file and refile, such financing statements, continuation statements and other instruments and documents (including without limitation this Agreement) in such offices (including without limitation the United States Patent and Trademark Office and the United States Copyright Office) as the Lender may reasonably deem necessary or appropriate in order to perfect and preserve the rights and interests granted to the Lender hereunder and (ii) hereby authorizes the Lender to file and refile such instruments and documents and any other instruments or documents related thereto without the signature of such Grantor where permitted by law and (iii) agrees to do such further acts and things, and to execute and deliver to the Lender such additional instruments and documents, as the Lender may reasonably require to carry into effect the purposes of this Agreement or to better assure and confirm unto the Lender its rights, powers and remedies hereunder. All of the foregoing are to be at the sole cost of such Grantor. Any reasonable costs of the foregoing incurred by the Lender shall be payable by the Grantors upon demand, together with interest thereon from the date due in accordance with the Credit Agreement until so paid, and shall constitute additional Secured Obligations.

Section 8. **Lender May Perform.** If the Grantors fail to perform any agreement contained herein after receipt of a written request to do so from the Lender, the Lender may itself (upon ten (10) days' prior written notice to the Grantors unless the Lender in good faith determines that immediate payment or performance is reasonably necessary to protect or preserve the Collateral), but shall not be obligated to, perform, or cause performance of, such agreement, and the reasonable expenses of the Lender, including the reasonable fees and expenses of its counsel, so incurred in connection therewith shall be payable by the Grantors.

Section 9. **Remedies.** Upon the occurrence and during the continuation of any Event of Default, the Lender shall have, in addition to all other rights provided herein, in the Security Documents, in the Credit Agreement or by law, the rights and remedies of a secured party under the Uniform Commercial Code, and further the Lender may, without demand and without advertisement, notice (except as required by law), hearing or process of law, all of which each Grantor hereby waives, at any time or times, sell and deliver any or all of the Collateral at public or private sale, for cash, upon credit or otherwise, at such prices and upon such terms as the Lender deems advisable, in its sole discretion. At any public sale, or, to the extent permitted by applicable law, at any private sale, made pursuant to this Section 9, the Lender may bid for or purchase, free from any right of redemption, stay or appraisal and all rights of marshalling or otherwise on the part of the Grantors (all said rights being also hereby waived and released by the Grantors to the fullest extent permitted by law), the Collateral and any other security for the Secured Obligations, and may make payment on account thereof by using any claim then due and payable to the Lender from any Grantor as a credit against the purchase price, and the Lender may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to the Grantors therefor. In addition to all other sums due the Lender, the Grantors shall pay the Lender all reasonable costs and expenses incurred by the

Lender, including reasonable attorneys' fees and court costs, in obtaining, liquidating or enforcing payment of the Collateral or the Secured Obligations or in the prosecution or defense of any action or proceeding by or against Lender or any Grantor concerning any matter arising out of or connected with this Agreement or the Collateral or the Secured Obligations.

Without in any way limiting the foregoing, upon the occurrence and during the continuation of any Event of Default, the Lender may to the full extent permitted by applicable law, with ten (10) days' prior notice to the Grantors, and without advertisement, notice, hearing or process of law of any kind, all of which the Grantors hereby waive, (i) exercise any and all rights as beneficial and legal owner of the Collateral, including without limitation any and all consensual rights and powers with respect to the Collateral and (ii) sell or assign or grant a license to use, or cause to be sold or assigned or a license granted to use, any or all of the Collateral or any part hereof, in each case free of all rights and claims of the Grantors therein and thereto, but subject to any existing licenses in the Collateral permitted under the terms of this Agreement. In that connection, the Lender shall have the right to cause any or all of the Collateral to be transferred of record into the name of the Lender or its nominee as well as the right to impose (i) such limitations and restrictions on the sale or assignment of the Collateral as the Lender may deem to be necessary or appropriate to comply with any law, rule or regulation, whether federal, state or local, having applicability to the sale or assignment and (ii) requirements for any necessary governmental approvals.

Failure by the Lender to exercise any right, remedy or option under this Agreement or any other agreement between any Grantor and the Lender or provided by law, or delay by the Lender in exercising the same, shall not operate as a waiver; no waiver shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated. Neither the Lender nor any party acting as attorney for the Lender shall be liable hereunder for any acts or omissions or for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct. The rights and remedies of the Lender under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Lender may have.

The Lender shall have and be entitled to exercise all rights, remedies and powers hereunder, together with such powers as are reasonably incidental thereto under the Credit Agreement, as the Lender may elect from time to time.

Section 10.**Power of Attorney.** Each Grantor hereby irrevocably appoints the Lender, its nominee, or any other person whom the Lender may designate as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, the Lender or otherwise, upon the occurrence and during the continuation of any Event of Default, from time to time in the Lender's discretion, to take any action and to execute any instrument which the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation to record an assignment of the Trademarks and Trademark Licenses, if any, to the Lender with the United States Patent and Trademark Office, to prosecute diligently any Patent, Trademark or Copyright or any application for Patents, Trademarks or Copyrights pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been indefeasibly paid in full, to make application on unpatented but patentable inventions and registrable but unregistered Trademarks or Copyrights, to file and

prosecute opposition and cancellation proceedings, to do all other acts necessary or desirable to preserve all rights in Collateral and otherwise to file any claims or take any action or institute any proceedings which the Lender may deem necessary or desirable to accomplish the purpose of this Agreement. Each Grantor hereby ratifies and approves all acts of any such attorney and agrees that neither the Lender nor any such attorneys will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct. The foregoing power of attorney, being coupled with an interest, is irrevocable until the Secured Obligations (other than unasserted contingent indemnification obligations) have been indefeasibly paid and satisfied.

Section 11. **Application of Proceeds.** The proceeds of any sale of Collateral pursuant to this Agreement or otherwise, and any Collateral consisting of cash, shall be applied after receipt by the Lender as set forth in Section 20 of the Security Agreement by and between the applicable Grantor and the Lender.

Section 12. **Miscellaneous.**

(a) Each Grantor hereby indemnifies the Lender for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, reasonable costs, reasonable expenses or disbursements (including reasonable attorneys' fees) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Lender, in any way relating to or arising out of, directly or indirectly, (i) the manufacture, use or sale or other disposition of products or processes utilizing or embodying any Collateral (in the case of inventory, solely to the extent manufactured by or on behalf of any Grantor) or (ii) any transactions contemplated hereby or any enforcement of the terms hereof, including, but not limited to, any action of, or failure to act by, the Lender in connection with this Agreement; provided, however, that the Grantors shall not be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the Lender.

(b) All communications hereunder shall be in writing and shall be given to the relevant party, and shall be deemed to have been made when given to the relevant party, in accordance with the Credit Agreement.

(c) In the event that any provision hereof shall be deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall be construed as not containing such provision, but only as to such jurisdictions where such law or interpretation is operative, and the invalidity of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

(d) This Agreement shall be deemed to have been made in this State of New York and shall be governed by and construed in accordance with the laws of the State of New York, except as required by mandatory provisions of law and except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of New York. The headings in this instrument are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

(e) This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument.

(f) Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all covenants, promises and agreements by or on behalf of the Lender that are contained in this Agreement shall bind and inure to the benefit of its respective successors and assigns. Except to the same extent as any Grantor may assign or transfer its rights or obligations under the Credit Agreement, the Grantors may not assign or transfer any of their respective rights or obligations hereunder without the prior written consent of the Lender.

(g) EACH GRANTOR HEREBY REPRESENTS, WARRANTS AND ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS ARE A PART IS A COMMERCIAL TRANSACTION. TO THE EXTENT PERMITTED BY ANY STATE OR FEDERAL LAW, EACH GRANTOR WAIVES (A) ITS RIGHT TO NOTICE AND PRIOR COURT HEARING OR COURT ORDER WITH RESPECT TO ANY AND ALL PREJUDGMENT REMEDIES LENDER MAY EMPLOY TO ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER AND UNDER THE OTHER LOAN DOCUMENTS AND (B) ITS RIGHTS TO REQUEST THAT LENDER POST A BOND, WITH OR WITHOUT SURETY, TO PROTECT SUCH GRANTOR AGAINST DAMAGES THAT MAY BE CAUSED BY ANY PREJUDGMENT REMEDY SOUGHT OR OBTAINED BY LENDER AND (C) ANY OBJECTIONS TO ANY PREJUDGMENT REMEDY OBTAINED BY LENDER. EACH GRANTOR ACKNOWLEDGES THAT, LENDER'S ATTORNEY MAY ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT SECURING A COURT ORDER. EACH GRANTOR ACKNOWLEDGES AND RESERVES ITS RIGHT TO NOTICE AND A HEARING SUBSEQUENT TO THE ISSUANCE OF SUCH A WRIT FOR PREJUDGMENT REMEDY AND LENDER ACKNOWLEDGES EACH GRANTOR'S RIGHT TO SUCH A HEARING SUBSEQUENT TO THE ISSUANCE OF SAID WRIT.

(h) EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY LITIGATION, ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THEREUNDER OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF THE LENDER RELATING TO THE ADMINISTRATION OF THE LOANS OR ENFORCEMENT OF THE LOAN DOCUMENTS AND AGREES THAT IT WILL NOT SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EACH GRANTOR AGREES THAT THE TERMS HEREOF SHALL SUPERSEDE AND REPLACE ANY PRIOR AGREEMENT RELATED TO ARBITRATION OF DISPUTES BETWEEN THE PARTIES CONTAINED IN ANY LOAN DOCUMENT OR ANY OTHER DOCUMENT OR AGREEMENT HERETOFORE EXECUTED IN

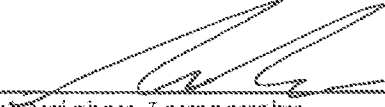
CONNECTION WITH, RELATED TO OR BEING REPLACED, SUPPLEMENTED, EXTENDED OR MODIFIED BY THIS AGREEMENT. Except as prohibited by law, each Grantor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Grantor (a) certifies that neither the Lender nor any representative, agent or attorney of the Lender has represented, expressly or otherwise, that the Lender would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Agreement and (b) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Lender is a party, the Lender is relying upon, among other things, the waivers and certifications contained in this Section 12.

*[signatures on following pages]*

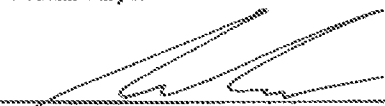
IN WITNESS WHEREOF, the Grantors have caused this Agreement to be duly executed as of the date first above written.

GRANTORS:

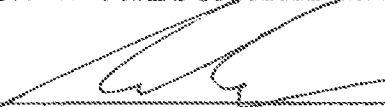
TWO-TWENTY RECORDS MANAGEMENT LLC

By:   
Name: Avishay Levanovsky  
Title: President and CEO

STORETRIEVE, LLC

By:   
Name: Avishay Levanovsky  
Title: President and CEO

ARIZONA RECORDS STORAGE CENTER, LLC

By:   
Name: Avishay Levanovsky  
Title: President and CEO


*[Signature Page to Intellectual Property Security Agreement]*

Accepted and agreed to by the Lender as of the date first above written.

**LENDER:**

FIRST NEW ENGLAND CAPITAL III, L.P.

By: FNEC III Managers, LLC  
Its: General Partner

By:   
Name: Seth W. Alvord  
Its: Principal

*[Signature Page to Intellectual Property Security Agreement]*



**SCHEDULE A-1**  
**TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Patent Numbers**  
**And Pending Patent Application Numbers**

None.

**SCHEDULE A-2**  
**TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Patent Licenses**

None.

**SCHEDULE B-1**

**TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Registered Trademarks  
And Trademark Applications**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK</u>
Borrower	3,961,626	May 17, 2011	“Smart Storage Solutions”
Storetrieve	3,461,259	July 8, 2008	Storetrieve, Inc.
Storetrieve	3,614,850	May 5, 2009	Storetrieve, Inc.
Storetrieve	3,461,262	July 8, 2008	Top-Form Records Management
Storetrieve	3,536,538	November 25, 2008	Top-Form Records Management
Storetrieve	3,466,512	July 15, 2008	Storetrieve Optical Solutions (SOS)
Storetrieve	3,614,824	May 5, 2009	STORETRIEVE (LOGO)

Applications:

<u>OWNER</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>	<u>TRADEMARK</u>
Borrower	85378997	July 22, 2011	Smart Data Protection Solutions
Borrower	85427544	September 20, 2011	Smart Digital Solutions
Borrower	85429076	September 22, 2011	Smart Document Shred Solutions
Borrower	85428704	September 21, 2011	Smart Cloud/eVault Solutions
Borrower	85434692	September 28, 2011	SmartWeb

**SCHEDULE B-2**  
**TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Trademark Licenses**

None.

**SCHEDULE C-1**  
**TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Registered Copyrights and Copyright Applications**

None.

**SCHEDULE C-2**  
**TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Copyright Licenses**

None.