

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Retrievevex Financing Corp.		12/14/2011	CORPORATION: DELAWARE
Retrievevex Acquisition Corp. II		12/14/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	901 Main Street		
<b>Internal Address:</b>	Mail Code: TX1-492-14-06		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202-3714		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	85249195	FILELINE ONLINE ACCESS	
Serial Number:	85249199	FILELINEACCESS	
Serial Number:	85249203	FILELINEACCESS RETRIEVEX ONLINE INFORMATION MANAGEMENT	
Registration Number:	1467652	SAVE-A-FILE SYSTEMS	
Registration Number:	3727453	SHRED A FILE SYSTEMS	
Registration Number:	3707129	SHRED A FILE SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(212)755-7306		
Email:	NYTEF@JONESDAY.COM		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jason Cimmiyotti		
Address Line 1:	222 East 41st Street		

Address Line 2: Jones Day  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	739326-142036
NAME OF SUBMITTER:	Jason Cimmiyotti
Signature:	/Jason Cimmiyotti/
Date:	12/16/2011

Total Attachments: 5  
source=Trademark Security Agreement (Executed)#page1.tif  
source=Trademark Security Agreement (Executed)#page2.tif  
source=Trademark Security Agreement (Executed)#page3.tif  
source=Trademark Security Agreement (Executed)#page4.tif  
source=Trademark Security Agreement (Executed)#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 14, 2011 is made by and among Retrievox Financing Corp., a Delaware corporation, and Retrievox Acquisition Corp. II, 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.

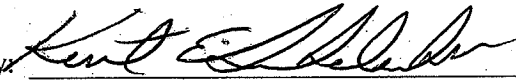
Section 3. Guarantee and Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other 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 ACQUISITION CORP. II

By: 

Name: Kurt Dinkelacker

Title: Executive Vice President, Chief Financial Officer  
and Treasurer

*Trademark Security Agreement*

**TRADEMARK**  
**REEL: 004681 FRAME: 0162**

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

By: Christopher S. Allen  
Name: Christopher S. Allen  
Title: Senior Vice President

*Trademark Security Agreement*

**TRADEMARK**  
**REEL: 004681 FRAME: 0163**

SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

	<u>Country</u>	<u>Trademark</u>	<u>Serial No. / Registration No.</u>	<u>Filing Date</u>	<u>Owner</u>
1)	U.S.A.	SAVE-A-FILE SYSTEMS	73656837 / 1467652	12/1/1987	Retrievex Acquisition Corp. II
2)	U.S.A.	SHRED A FILE SYSTEMS	77628783 / 3727453	12/22/2009	Retrievex Acquisition Corp. II
3)	U.S.A.	SHRED A FILE SYSTEMS	77603465 / 3707129	11/3/2009	Retrievex Acquisition Corp. II

Trademark Applications

	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Owner</u>
1)	U.S.A.	FILELINE ONLINE ACCESS	85249195	02/23/2011	Retrievex Financing Corp.
2)	U.S.A.	FILELINE ACCESS	85249199	02/23/2011	Retrievex Financing Corp.
3)	U.S.A.	FILELINEACCESS RETRIEVEX ONLINE INFORMATION MANAGEMENT & Design	85249203	02/23/2011	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>
-----------------	------------------	-------------------	---------------------------------	-------------------------------

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>
----------------------------------	------------------	-----------------	-----------------	---------------------------	----------------------------