

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.		09/28/2012	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	National Bank of Canada, as Agent
Street Address:	130 King Street West
City:	Toronto
State/Country:	CANADA
Postal Code:	M5X 1J9
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	3591237	SECURIT
Registration Number:	3145843	SECURIT
Registration Number:	3572626	SECURIT
Registration Number:	1890271	SHRED-IT
Registration Number:	2854538	ARTECH REDUCTION TECHNOLOGIES
Registration Number:	3265783	ARTECH REDUCTION TECHNOLOGIES
Registration Number:	2818123	ARTECH REDUCTIONTECHNOLOGIES
Registration Number:	3265782	ARTECH
Registration Number:	3593116	SECURIT DOCUMENT DESTRUCTION
Registration Number:	2399485	OUR BUSINESS IS TO ENSURE THAT NO ONE KNOWS YOURS
Registration Number:	3578806	SECURIT MANUFACTURING SOLUTIONS
Registration Number:	3548190	SECURIT RECORDS MANAGEMENT
Registration Number:	2329832	DONE RIGHT. ON SITE.
Registration Number:	3087234	THINKING BEYOND THE BOX

TRADEMARK

Registration Number:	2379173	DOCUMENT DESTRUCTION. DONE RIGHT. ON SITE.
Registration Number:	3593118	SECURIT DOCUMENT DESTRUCTION
Registration Number:	2084571	SHRED-CO
Registration Number:	3253198	SHRED-IT
Registration Number:	3364558	COMMUNITY SHRED
Registration Number:	3492694	COMMUNITY SHRED
Registration Number:	3624641	SECURIT RECORDS MANAGEMENT
Registration Number:	4000104	SECURIT INFORMATION SECURITY
Registration Number:	4051217	SECURSHIELD
Registration Number:	4008518	SHRED-IT MAKING SURE IT'S SECURE.
Registration Number:	4008517	SHRED-IT MAKING SURE IT'S SECURE.
Registration Number:	4008514	MAKING SURE IT'S SECURE.
Registration Number:	4104414	COMMUNITY SHRED-IT

CORRESPONDENCE DATA

Fax Number: 3125585700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312 558-6352
Email: lkonrath@winston.com
Correspondent Name: Laura Konrath
Address Line 1: 35 W Wacker Drive
Address Line 2: Winston & Strawn LLP, Suite 2800
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 12038-1

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Laura Konrath

Signature: /Laura Konrath/

Date: 10/05/2012

Total Attachments: 6
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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 September 28, 2012 (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: September 28, 2012

SHRED-IT INTERNATIONAL INC.

By: 
Name:
Title:

ACKNOWLEDGED:

**NATIONAL BANK OF CANADA, AS
AGENT**

By:  
Name: Julie Griffin Arun Bery
Title: Director Managing Director

SCHEDULE OF TRADEMARKS

TRADE-MARK APPLICATIONS AND REGISTRATIONS

Pending Applications

None

Registrations

ISSUED REGISTRATIONS				
MARK	JURISDICTION	REG. DATE	REG. NO.	STATUS
SECURIT & Design	United States	March 17, 2009	3,591,237	Registered (expires March 17, 2009)
SECURIT	United States	Sept. 19, 2006	3145843	Registered (expires Sept. 19, 2016)
SECURIT	United States	Feb. 10, 2009	3,572,626	Registered (expires Feb 10, 2019)
SHREDIT & Design	United States	April 18, 1995	1890271	Registered (expires April 18, 2015)
ARTECH REDUCTION TECHNOLOGIES	United States	June 15, 2004	2854538	Registered (expires June 15, 2014)
ARTECH REDUCTION TECHNOLOGIES	United States	July 17, 2007	3265783	Registered (expires July 17, 2017)
ARTECH REDUCTION TECHNOLOGIES & Design	United States	Feb. 24, 2004	2818123	Registered (expires Feb. 24, 2014)
ARTECH	United States	July 17, 2007	3265782	Registered (expires July 17, 2007)
SECURIT DOCUMENT DESTRUCTION	United States	Mar. 17, 2009	3,593,116	Registered (expires Mar 17, 2019)
OUR BUSINESS IS TO ENSURE THAT NO ONE KNOWS YOURS	United States	Oct. 31, 2000	2399485	Registered (expires Oct. 31, 2010 - allow to lapse)

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SECURIT MANUFACTURING SOLUTIONS	United States	Feb. 24, 2009	3,578,806	Registered (expires Feb 24, 2019)
SECURIT RECORDS MANAGEMENT & Design	United States	Dec. 16, 2008	3,548,190	Registered (expires Dec 16, 2018)
DONE RIGHT. ON SITE.	United States	Mar. 14, 2000	2329832	Registered (expires Mar. 14, 2020)
THINKING BEYOND THE BOX	United States	May 2, 2006	3,087,234	Registered (expires May 2, 2016)
DOCUMENT DESTRUCTION. DONE RIGHT. ON SITE	United States	Aug. 22, 2000	2379173	Registered (expires Aug. 22, 2020)
SECURIT DOCUMENT DESTRUCTION & Design	United States	Mar. 17, 2009	3,593,118	Registered (expires Mar 17, 2019)
SHRED-CO & Design	United States	July 29, 1997	2084571	Registered (expires July 29, 2007 - received instruction to let registration lapse)
SHRED-IT	United States	June 19, 2007	3,253,198	Registered (expires June 19, 2017)
COMMUNITY SHRED	United States	Jan. 8, 2008	3,364,558	Registered (expires Jan. 8, 2018)
COMMUNITY SHRED & Design	United States	Aug. 26, 2008	3,492,694	Registered (expires Aug. 26, 2018)
SECURIT RECORDS MANAGEMENT	United States	May 19, 2009	3,624,641	Registered (expires May 19, 2019)
SECURIT INFORMATION SECURITY & Design	United States	July 26, 2011	4,000,104	Registered (expires July 26, 2021)
SECURSHIELD	United States	Nov. 8, 2011	4,051,217	Registered (expires Nov. 8,

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				2021)
SHRED-IT MAKING SURE IT'S SECURE & Design	United States	Aug. 9, 2011	4,008,518	Registered (expires Aug. 9, 2021)
SHRED-IT MAKING SURE IT'S SECURE & Design (horizontal)	United States	Aug. 9, 2011	4,008,517	Registered (expires Aug. 9, 2021)
MAKING SURE IT'S SECURE	United States	Aug. 9, 2011	4,008,514	Registered (expires Aug. 9, 2021)
COMMUNITY SHRED-IT & Design	United States	Feb. 28, 2012	4,104,414	Registered (expires Feb. 28, 2022)

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