

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
ACCESS CIG, LLC		01/15/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4001014	RECORDS LINK RETRIEVEX ONLINE ACCESS
Registration Number:	4151201	FILELINE ONLINE ACCESS
Registration Number:	4136699	FILELINEACCESS RETRIEVEX ONLINE INFORMATION MANAGEMENT
Registration Number:	4132937	FILELINEACCESS
Registration Number:	4099747	FILELINE
Registration Number:	3670187	CUSTOMER FOREMOST - QUALITY PARAMOUNT
Registration Number:	3670186	RETRIEVEX
Registration Number:	3727453	SHRED A FILE SYSTEMS
Registration Number:	3707129	SHRED A FILE SYSTEMS
Registration Number:	1467652	SAVE-A-FILE SYSTEMS
Registration Number:	2612379	SHREDSense
Serial Number:	85816780	DIGITAL ACCESS SOLUTIONS
Serial Number:	85816715	THE NEW ACCESS

CH \$465.00 4001014

Serial Number:	85816680	INFORMATION PROTECTED
Serial Number:	85816150	ACCESS
Serial Number:	85816147	ACCESS INFORMATION PROTECTED.
Serial Number:	85288273	ACCESS INFORMATION MANAGEMENT
Serial Number:	85302574	ACCESS INFORMATION MANAGEMENT

CORRESPONDENCE DATA

Fax Number: 3129021061

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

Phone: 312-577-8307

Email: latiffany.brown@kattenlaw.com

Correspondent Name: LaTiffany Brown c/o Katten Muchin Rosenm

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-537
NAME OF SUBMITTER:	LaTiffany Brown
Signature:	/LaTiffany Brown/
Date:	02/04/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 15, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 5, 2012 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Access Information Holdings, LLC, the other Credit Parties party thereto, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent and Revolver Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, however, that no lien on or security interest is granted on any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

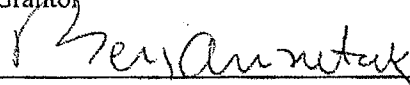
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Access CIG, LLC
as Grantor

By: 
Benjamin Netick, CFO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

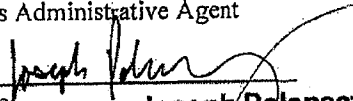
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Access CIG, LLC
as Grantor

By: _____
Benjamin Netick, CFO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Joseph Polaneczky
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark: RECORDS LINK RETRIEVEX ONLINE ACCESS (& Design)
Registration No. 4001014
Registration Date: July 26, 2011

Mark: FILELINE ONLINE ACCESS
Registration No. 4151201
Registration Date: May 29, 2012

Mark: FILELINE ACCESS RETRIEVEX ONLINE INFORMATION MANAGEMENT
(Design)
Registration No. 4136699
Registration Date: May 1, 2012

Mark: FILELINEACCESS
Registration No. 4132937
Registration Date: April 24, 2012

Mark: FILELINE
Registration No. 4099747
Registration Date: February 14, 2012

Mark: CUSTOMER FOREMOST - QUALITY PARAMOUNT
Registration No. 3670187
Registration Date: August 18, 2009

Mark: RETRIEVEX
Registration No. 3670186
Registration Date: August 18, 2009

Mark: SHRED A FILE SYSTEMS (& Design)
Registration No. 3727453
Registration Date: December 22, 2009

Mark: SHRED A FILE SYSTEMS
Registration No. 3707129
Registration Date: November 3, 2009

Mark: SAVE A FILE SYSTEMS (& Design)
Registration No. 1467652
Registration Date: December 1, 1987

Mark: SHRED SENSE (& Design)
Registration No. 2612379
Registration Date: August 27, 2002

2. TRADEMARK APPLICATIONS

Mark: DIGITAL ACCESS SOLUTIONS
Application No. 85816780
Filing Date: January 7, 2013

Mark: THE NEW ACCESS
Application No. 85816715
Filing Date: January 7, 2013

Mark: INFORMATION PROTECTED
Application No. 85816680
Filing Date: January 7, 2013

Mark: ACCESS (& Design)
Application No. 85816150
Filing Date: January 4, 2013

Mark: ACCESS INFORMATION PROTECTED. (& Design)
Application No. 85816147
Filing Date: January 4, 2013

Mark: ACCESS INFORMATION MANAGEMENT
Application No. 85288273
Filing Date: April 6, 2011

Mark: ACCESS INFORMATION MANAGEMENT (& Design)
Application No. 85302574
Filing Date: April 22, 2011