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
Business Records Management LLC		110/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
BRM Erie LLC		10/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
BRM Johnstown LLC		110/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
BRM Pittsburgh LLC		110/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
BRM Holdings LLC		110/01/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	249 Fifth Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3239868	
Registration Number:	3251431	UNDERGROUND ARCHIVES

CORRESPONDENCE DATA

Fax Number: 4125621041

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

via US Mail.

Phone: 412-562-1637

Email: vicki.cremonese@bipc.com

TRADEMARK REEL: 005124 FRAME: 0690 3239868

900268041

Correspondent Name: Michael L. Dever
Address Line 1: 301 Grant Street
Address Line 2: 20th Floor

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0011046-302399
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	10/04/2013

Total Attachments: 11

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, the "Agreement"), dated as of October 1, 2013, is entered into by and among EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME (each, a "Pledgor" and collectively, the "Pledgors") and PNC BANK, NATIONAL ASSOCIATION (the "Lender").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") dated as of the date hereof, by and among Business Records Management LLC, a Delaware limited liability company ("BRM") and the other borrowers from time to time a party thereto (each, a "Borrower" and collectively, the "Borrowers"), the Guarantors now or hereafter party thereto (the "Guarantors") and the Lender, the Lender has agreed to provide certain loans to the Borrowers, and the Pledgors have agreed, among other things, to grant a security interest to the Lender in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

- (a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the Commonwealth of Pennsylvania, as amended from time to time (the "Code").
- (b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following, whether now owned or hereafter acquired by a Pledgor: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate. Notwithstanding the foregoing or anything else herein to the contrary, the Patents, Trademarks and Copyrights shall not include, and Lender's security interest shall not attached to, any Patents, Trademarks and Copyrights that constitute Excluded Property (defined in the Security Agreement).

- (c) "**Secured Obligations**" shall have the meaning given to such term in the Security Agreement.
- 2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Lender, for itself and the benefit of its affiliates, in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.
 - 3. Each Pledgor jointly and severally represents and warrants, and covenants that:
- (a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;
- (c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, except for Permitted Liens, including pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;
- (d) no claim has been received by a Pledgor or, to the knowledge of such Pledgor there is no claim, by any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;
- (e) such Pledgor has used, and will continue to use for the duration of this Agreement, commercially reasonable quality control standards in its manufacture of products sold under the Patents, Trademarks and Copyrights; and
- (f) to the extent necessary as a legal prerequisite for enforcing or avoiding a loss of any rights in Patents, Trademarks and Copyrights, including loss of available claims for statutory remedies and damages, such Pledgor has given, and will continue to give for the duration of this Agreement, appropriate statutory notice or markings of registration in connection with its use of registered trademarks, proper marking practices in connection with use of patents, and appropriate notice in connection with registered copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof.
- 4. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Lender to make the Loans, and that the Lender is relying on such waiver in entering into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrowers, themselves and the other Pledgors. The Lender may, in its sole discretion, elect to enforce this Agreement against any Pledgor without

any duty or responsibility to pursue any other Pledgor and such an election by the Lender shall not be a defense to any action the Lender may elect to take against any Pledgor. The Lender hereby reserves all rights against each Pledgor.

- 5. Each Pledgor agrees that, until Payment In Full of all of the Secured Obligations and expiration or termination of all Lender Provided Interest Rate Hedges and all Other Lender Provided Financial Service Products, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Lender's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Lender's consent to suppliers and customers to facilitate the manufacture and/or use of such Pledgor's products.
- 6. If, before Payment In Full of all of the Secured Obligations and expiration or termination of all Lender Provided Interest Rate Hedges and all Other Lender Provided Financial Service Products, any Pledgor shall own any new trademarks or any new copyrightable works or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Lender notice in writing within at least ninety (90) days of any new filed applications, registrations or issued patents for Patents, Trademarks or Copyrights (other than Excluded Property (as defined in the Security Agreement). Each Pledgor and the Lender agree to modify this Agreement by amending Schedule A to include any future issued patents, patent applications, filed trademark applications, registered trademarks, registered copyrights or filed copyright applications (except to the extent any of the foregoing constitute Excluded Property (as defined in the Security Agreement) within the Patents, Trademarks or Copyrights and the provisions of this Agreement shall apply thereto.
- 7. Lender shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Lender may immediately, without demand of performance and without other notice (except as required by Law or set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Lender, in its sole discretion, shall determine. Any remainder of the proceeds after Payment In Full of the Secured Obligations shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable

notice of such sale or other disposition. At any such sale or other disposition, Lender may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

- 8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender, as the Lender may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Lender to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.
- 9. Upon Payment In Full of all of the Secured Obligations and expiration or termination of all Lender Provided Interest Rate Hedges and all Other Lender Provided Financial Service Products, this Agreement shall terminate and the Lender shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Lender pursuant hereto.
- 10. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by Lender, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.
- 11. Each Pledgor shall have the duty to prosecute diligently patent applications of the Patents, Trademarks and Copyrights if the Pledgor determines, in its commercially reasonable judgment, that failure to prosecute diligently such patent application would be material and adverse to the conduct of the Pledgor's business, pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been Paid In Full, to make application on unpatented but patentable inventions (whenever the Pledgor determines in its commercially reasonable judgment that it would be material and adverse to the conduct of the Pledgor's business for it to fail to do so) and to preserve and maintain all rights in patent applications and

patents of the Patents, including the payment of all maintenance fees, unless the Pledgor determines in its commercially reasonable judgment that it would not be material and adverse to the conduct of the Pledgor's business for it to fail to do so. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Lender, which shall not be unreasonably withheld unless, in the Pledgor's commercially reasonable judgment, any such abandonment would not be material and adverse to the conduct of the Pledgor's business.

- 12. Each Pledgor shall have the right, with the consent of the Lender, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Lender, if necessary, as a party to such suit so long as the Lender is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, reasonable costs and expenses, including reasonable legal fees, incurred by the Lender as a result of such suit or joinder by such Pledgor.
- 13. No course of dealing between any Pledgor and the Lender, nor any failure to exercise nor any delay in exercising, on the part of the Lender, any right, remedy, power or privilege of the Lender hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.
- 14. All of the Lender's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under the Lender Provided Interest Rate Hedges or any Other Lender Provided Financial Service Products or by Law, and the Lender may enforce any one or more remedies hereunder successively or concurrently at its option.
- 15. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 16. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 6 and Paragraph 27 hereof with respect to additions and supplements to Schedule A hereto.
- 17. Upon Payment In Full of the Secured Obligations and termination of the Credit Agreement, this Agreement shall terminate and be of no further force and effect, and the Lender shall thereupon promptly return to such Pledgor such of the Patents, Trademarks and Copyrights and such other documents delivered by the Pledgor or obtained by the Lender hereunder as may

then be in the Lender's possession, subject to the rights of third parties. Upon any such termination the security interests granted herein shall be deemed to be automatically released and such Patents, Trademarks and Copyrights shall automatically revert to the applicable Pledgor with no further action on the part of any Person and the Lender shall further, at Pledgors' expense, promptly prepare and file all applicable Code termination statements (or authorize the filing of such statements), and execute and deliver to such Pledgor such other documents as such Pledgor shall reasonably request to evidence such termination. Upon any disposition of Patents, Trademarks and Copyrights permitted by the Credit Agreement or the other Loan Documents, the security interests granted herein with respect to such Patents, Trademarks and Copyrights shall be deemed to be automatically released and such Patents, Trademarks and Copyrights shall automatically revert to the applicable Pledgor with no further action on the part of any Person and the Lender shall, at Pledgors' request and expense, promptly prepare and file all applicable Code financing statement amendments, and execute and deliver to such Pledgor such other documents as it shall reasonably request to evidence such release. Until such time or times as noted above in this Section 17, however, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

- 18. This Agreement shall be binding upon, and inure to the benefit of, the Lender and its successors and assigns, and each Pledgor and each of its respective successors and assigns, except that the none of the parties hereto may assign or transfer their respective rights and obligations hereunder or any interest herein except as in accordance with the terms of the Credit Agreement.
- 19. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the Commonwealth of Pennsylvania.
- 20. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF THE COMMONWEALTH OF PENNSYLVANIA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH PENNSYLVANIA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS

AGREEMENT AGAINST THE PLEDGORS OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

- Agent") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to the Pledgor in care of the Process Agent at the Process Agent's address, and each Pledgor hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided at law. Each Pledgor further agrees that it shall, for so long as any commitment or any obligation of any Loan Party to any Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 20. The Process Agent is BRM, with an office on the date hereof as set forth in the Credit Agreement. The Process Agent hereby accepts the appointment of Process Agent by the Pledgors and agrees to act as Process Agent on behalf of the Pledgors.
- 22. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Lender of the signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.
- EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY **OTHER** THEORY). **EACH PARTY HERETO** (A) CERTIFIES THAT REPRESENTATIVE, LENDER OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.
- 24. All notices, statements, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto at the address set forth on a Schedule 1.1(B) to, or in a Guarantor Joinder or Borrower Joinder, as applicable, given under the Credit Agreement and in the manner provided in Section 10.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement. The Lender may rely on any notice (whether or not made in the manner contemplated by this Agreement) purportedly made by or on behalf of any

Pledgor, and the Lender shall have no duty to verify the identity or authority of the Person giving such notice.

- 25. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Lender hereunder and under the other Loan Documents, because the Lender's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Lender's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights in accordance with Section 8.1.5 [Visitation Rights] of the Credit Agreement, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Lender its attorney-in-fact, and (v) to enforce the Lender's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, each Pledgor agrees that each such provision hereof may be specifically enforced.
- 26. Each Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Borrowers and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Agreement.
- 27. At any time after the initial execution and delivery of this Agreement to the Lender, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Lender a Borrower Joinder or a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Lender with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

[SIGNATURE PAGES FOLLOW]

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[SIGNATURE PAGE - PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written as a document under seal.

PLEDGORS:

BUSINESS RECORDS MANAGEMENT LLC

By: BRM Holdings LLC, its Sole Member

Name: Christopher Neefus

Title: Chief Executive Officer

BRM ERIE LLC, BRM JOHNSTOWN LLC, and BRM PITTSBURGH LLC

By: Business Records Management LLC, the Sole Member of each of the foregoing

By: BRM Holdings LLC, its Sole Member

Name: Christopher Neefus

Title: Chief Executive Officer

BRM HOLDINGS LLC

Name: Christopher Neefus

Title: Chief Executive Officer

[SIGNATURE PAGE - PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

LENDER:

PNC BANK, NATIONAL ASSOCIATION

Name: Justin Krauss

Title: Vice President

SCHEDULE A TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

LIST OF REGISTERED PATENTS, TRADEMARKS, TRADE NAMES AND COPYRIGHTS

1. Registered Patents: None

2. <u>Registered Trademarks</u>:

Pledgor	Regitration No.	Jurisdiction	Date of Registration
Business Records Management LLC	3239868	United States	May 8, 2007
Business Records Management LLC	3251431	United States	June 12, 2007

3. <u>Trade Names</u>:

Pledgor	Trade Name(s)
Business Records Management LLC	BRM, Underground Archives,
	The Paper Exchange (The Paper
	Exchange was used for 60 days
	following an acquisition)

4, Copyrights: None

RECORDED: 10/04/2013