

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM303152

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Shred-it International ULC		04/30/2014	Alberta Unlimited Liability Corporation: CANADA

RECEIVING PARTY DATA

Name:	The Toronto-Dominion Bank, as Agent
Street Address:	66 Wellington Street West
Internal Address:	9th Floor, TD Bank Tower
City:	Toronto, ON
State/Country:	CANADA
Postal Code:	M5K 1A2
Entity Type:	Canadian Federal Schedule 1 Bank: CANADA

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	4104414	COMMUNITY SHRED-IT
Registration Number:	4008517	SHRED-IT MAKING SURE IT'S SECURE.
Registration Number:	4008518	SHRED-IT MAKING SURE IT'S SECURE.
Registration Number:	4008514	MAKING SURE IT'S SECURE.
Registration Number:	4051217	SECURSHIELD
Registration Number:	3578806	SECURIT MANUFACTURING SOLUTIONS
Registration Number:	3364558	COMMUNITY SHRED
Registration Number:	4000104	SECURIT INFORMATION SECURITY
Registration Number:	3492694	COMMUNITY SHRED
Registration Number:	3253198	SHRED-IT
Registration Number:	3593118	SECURIT DOCUMENT DESTRUCTION
Registration Number:	3593116	SECURIT DOCUMENT DESTRUCTION
Registration Number:	3591237	SECURIT
Registration Number:	3572626	SECURIT
Registration Number:	3265783	ARTECH REDUCTION TECHNOLOGIES
Registration Number:	3265782	ARTECH
Registration Number:	3624641	SECURIT RECORDS MANAGEMENT
Registration Number:	3548190	SECURIT RECORDS MANAGEMENT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3145843	SECURIT
Registration Number:	2854538	ARTECH REDUCTION TECHNOLOGIES
Registration Number:	2818123	ARTECH REDUCTIONTECHNOLOGIES
Registration Number:	2329832	DONE RIGHT. ON SITE.
Registration Number:	2379173	DOCUMENT DESTRUCTION. DONE RIGHT. ON S
Registration Number:	1890271	SHRED-IT
Serial Number:	86150771	HELPFUL EXPERTS! WE ARE THE DIFFERENCE.
Serial Number:	86023379	SHRED-IT PACK PREVENTING IDENTITY THEFT.

CORRESPONDENCE DATA

Fax Number: 2123548113

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

Phone: 6468852321

Email: iprecordations@whitecase.com

Correspondent Name: Colin M. Herd

Address Line 1: 1155 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 1145461-0021-N844

NAME OF SUBMITTER: Colin M. Herd

SIGNATURE: /Colin M. Herd/

DATE SIGNED: 04/30/2014

Total Attachments: 8

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SHORT-FORM TRADEMARK SECURITY AGREEMENT

WHEREAS, Shred-it International ULC (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 entered into the Pledge and Security Agreement dated as of April 30, 2014 (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 The Toronto-Dominion Bank, as agent (the “Agent”) for the benefit of the Secured Parties;

WHEREAS, in connection with the Security Agreement, the Grantor has agreed with the Agent and the Secured Parties to execute this Short-Form Trademark Security Agreement, dated as of April 30, 2014; and

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 during the period and 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; and
- (ii) all proceeds of and revenues from the foregoing, 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: April 30, 2014

SHRED-IT INTERNATIONAL ULC

By: 
Name: James D. Rudyk
Title: Executive Vice President and
Chief Financial Officer

ACKNOWLEDGED:

THE TORONTO-DOMINION BANK, AS
AGENT

By: _____
Name:
Title:

Signature page to Short Form U.S. Trademark Security Agreement

TRADEMARK
REEL: 005271 FRAME: 0433

ACKNOWLEDGMENT

PROVINCE OF Ontario)
)SS.
CITY OF Toronto)

I, Erisa Mara, a Notary Public in and for and residing in said City and Province, DO HEREBY CERTIFY THAT James D. Rudyk, of Shred-it International ULC, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of April, 2014.



Notary Public

My Commission Expires:

October 16/2016

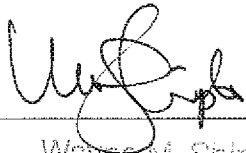
Date: April 30, 2014

SHRED-IT INTERNATIONAL ULC

By: _____
Name:
Title:

ACKNOWLEDGED:

**THE TORONTO-DOMINION BANK, AS
AGENT**

By:  _____
Name: Wayne M. Shipic
Title: Vice President
Loan Syndications



Signature page to Short Form U.S. Trademark Security Agreement


**TRADEMARK
REEL: 005271 FRAME: 0435**

SCHEDULE OF TRADEMARKS – SHRED-IT INTERNATIONAL ULC

TRADE-MARK APPLICATIONS AND REGISTRATIONS

Trademark	Jurisdiction	Reg. No./ Reg. Date	Status/ Registration Basis
<p>COMMUNITY SHRED-IT</p> 	US Federal	4104414 28-FEB-2012	Registered
<p>SHRED-IT MAKING SURE IT'S SECURE.</p> 	US Federal	4008517 09-AUG-2011	Registered
<p>SHRED-IT MAKING SURE IT'S SECURE.</p> 	US Federal	4008518 09-AUG-2011	Registered
<p>MAKING SURE IT'S SECURE.</p> <p>MAKING SURE IT'S SECURE.</p>	US Federal	4008514 09-AUG-2011	Registered
<p>SECURSHIELD</p> <p>SECURSHIELD</p>	US Federal	4051217 08-NOV-2011	Registered
<p>SECURIT MANUFACTURING SOLUTIONS</p> <p>SECURIT MANUFACTURING SOLUTIONS</p>	US Federal	3578806 24-FEB-2009	Registered
<p>COMMUNITY SHRED</p> <p>COMMUNITY SHRED</p>	US Federal	3364558 08-JAN-2008	Registered

Trademark	Jurisdiction	Reg. No./ Reg. Date	Status/ Registration Basis
SECURIT INFORMATION SECURITY 	US Federal	4000104 26-JUL-2011	Registered
COMMUNITY SHRED 	US Federal	3492694 26-AUG-2008	Registered
SHRED-IT SHRED-IT	US Federal	3253198 19-JUN-2007	Registered

SECURIT DOCUMENT DESTRUCTION 	US Federal	3593118 17-MAR-2009	Registered
SECURIT DOCUMENT SECURIT DOCUMENT DESTRUCTION	US Federal	3593116 17-MAR-2009	Registered
SECURIT	US Federal	3591237 17-MAR-2009	Registered
SECURIT	US Federal	3572626 10-FEB-2009	Registered
ARTECH REDUCTION TECHNOLOGIES ARTECH REDUCTION TECHNOLOGIES	US Federal	3265783 17-JUL-2007	Registered
ARTECH ARTECH	US Federal	3265782 17-JUL-2007	Registered

Trademark	Jurisdiction	Reg. No./ Reg. Date	Status/ Registration Basis
SECURIT RECORDS MANAGEMENT SECURIT RECORDS MANAGEMENT	US Federal	3624641 19-MAY-2009	Registered
SECURIT RECORDS MANAGEMENT 	US Federal	3548190 16-DEC-2008	Registered
SECURIT	US Federal	3145843 19-SEP-2006	Registered
ARTECH REDUCTION TECHNOLOGIES	US Federal	2854538 15-JUN-2004	Registered
ARTECH REDUCTION TECHNOLOGIES 	US Federal	2818123 24-FEB-2004	Registered
DONE RIGHT. ON SITE.	US Federal	2329832 14-MAR-2000	Registered
DOCUMENT DESTRUCTION. DONE RIGHT. ON SITE.	US Federal	2379173 22-AUG-2000	Registered
SHRED-IT 	US Federal	1890271 18-APR-1995	Registered
HELPFUL EXPERTS! WE ARE THE DIFFERENCE. 	US Federal	86/150,771	Pending
SHRED-IT PACK PREVENTING IDENTITY THEFT. 	US Federal	86/023,379	Pending