

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303154

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CC Shredding LLC		04/30/2014	LIMITED LIABILITY COMPANY: DELAWARE

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: 10

Property Type	Number	Word Mark
Registration Number:	3517909	INCRED-A-SHRED
Registration Number:	4054193	LOCK DOWN
Registration Number:	3072475	ON-SITE SHRED
Registration Number:	4172580	SHRED FIRST
Registration Number:	3062514	SHRED USA
Registration Number:	2802121	SMARTSHRED
Registration Number:	4084722	SMARTSHRED DAY
Registration Number:	4084723	SMARTSHRED SATURDAY
Serial Number:	85952127	X SHREDEX
Serial Number:	85847638	DATADDEFENDER

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

TRADEMARK

ATTORNEY DOCKET NUMBER:	1145461-0021-N844
NAME OF SUBMITTER:	Colin M. Herd
SIGNATURE:	/Colin M. Herd/
DATE SIGNED:	04/30/2014

Total Attachments: 6

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SHORT-FORM TRADEMARK SECURITY AGREEMENT

WHEREAS, CC Shredding LLC (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 U.S. 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.

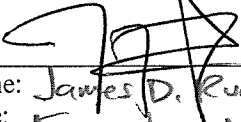
Except to the extent permitted in the Security Agreement or Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

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

CC SHREDDING LAC

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

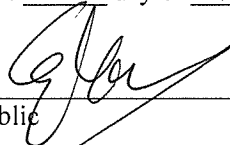
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ACKNOWLEDGMENT

PROVINCE OF Ontario
CITY OF Toronto)SS.

I, Erisa Mara, a Notary Public in and for and residing in said City and Province, DO HEREBY CERTIFY THAT James D. Rudyk, of CC Shredding LLC, 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

CC SHREDDING LLC

By: _____

Name:

Title:

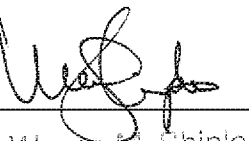
ACKNOWLEDGED:

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

By: _____

Name:

Title:


Wayne M. Shiplo
Vice President
Loan Syndications

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

TRADEMARK
REEL: 005271 FRAME: 0445

SCHEDULE OF TRADEMARKS – CC SHREDDING LLC

TRADE-MARK APPLICATIONS AND REGISTRATIONS

Jurisdiction	Trademark	Registration Number	Owner	Comments
United States – Federal	Incred-a-Shred	3517909	CC Shredding LLC	Registered
United States – Federal	Lockdown	4,054,193	CC Shredding LLC	Registered
United States – Federal	On-Site Shred (Stylized/Design)	3,072,475	CC Shredding LLC	Registered
United States – Federal	Shred First	4172580	CC Shredding LLC	Registered
United States – Federal	Shred USA	3,062,514	CC Shredding LLC	Registered
United States – Federal	Smartshred	Registration No. 2,802,121 Serial No: 76/490,722	CC Shredding LLC	Registered
United States – Federal	Smartshred Day	4,084,722	CC Shredding LLC	Registered
United States – Federal	Smartshred Saturday	4,084,723	CC Shredding LLC	Registered
United States – Federal	X SHREDEX	App. No. 85952127	CC Shredding LLC	Pending
United States – Federal	DATADEFENDER	App. No. 85847638	CC Shredding LLC	Pending