# OP \$265.00 85847638

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM303305

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cintas Corporation No. 2		04/30/2014	CORPORATION: NEVADA

### **RECEIVING PARTY DATA**

Name:	CC Shredding LLC		
Street Address: 6800 Cintas Blvd.			
City:	Mason		
State/Country:	OHIO		
Postal Code:	45040		
Entity Type: LIMITED LIABILITY COMPANY: DELAWARE			

### **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Serial Number:	85847638	DATADEFENDER
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

### **CORRESPONDENCE DATA**

Fax Number:

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

US Mail.

Email: astimac@kmklaw.com

Correspondent Name: Alison J. Stimac

Address Line 1: One East Fourth Street

Address Line 2: Suite 1400

Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER: CI7800-MA0410

TRADEMARK
REEL: 005272 FRAME: 0232

900288014

NAME OF SUBMITTER:	Alison J. Stimac		
SIGNATURE:	/Alison J. Stimac/		
<b>DATE SIGNED:</b> 05/01/2014			
Total Attachments: 7	Total Attachments: 7		
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source=Assignment of IP (CC2 to CC Shredding#page2.tif			
source=Assignment of IP (CC2 to CC Shredding#page3.tif			
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### ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment"), dated as of April 30, 2014, is made by Cintas Corporation No. 2, a Nevada corporation ("Assignor"), in favor of CC Shredding LLC, a Delaware limited liability company ("Assignee"), the assignee of certain assets of Assignor pursuant to that certain Contribution Agreement of even date herewith (the "Contribution Agreement").

WHEREAS, under the terms of the Contribution Agreement, Assignor has conveyed, transferred and assigned to Assignee, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

### NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment.</u> In consideration for the execution of the Contribution Agreement, the issuance of Units by Assignee in the name of Assignor as provided in the Contribution Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Assigned IP"):
- (a) the patents and patent applications set forth in <u>Schedule 1</u> hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "<u>Patents</u>");
- (b) the trademark registrations and applications set forth in <u>Schedule 2</u> hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "<u>Trademarks</u>");
- (c) the registration of internet domain names set forth on <u>Schedule 3</u> hereto, whether or not incorporating Trademarks, along with the right to seek future registration of the character strings set forth in the second level domains thereof in any generic top level domain (gTLD) or country code top level domain (ccTLD) by any authorized private registrar or governmental authority, and all renewals thereof (the "<u>Domain Names</u>");
- (d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- 2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Domain Names in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.
- 3. <u>Terms of the Contribution Agreement</u>. The terms of the Contribution Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.
- 4. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
- 5. <u>Successors and Assigns</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

CINTAS CORPORATION NO. 2

By:

Name: J. Michael Hansen

Title: Vice President and Treasurer

Address for Notices:

**CINTAS CORPORATION NO. 2** 

6800 Cintas Blvd Mason, Ohio 45040

Attn: Christopher J. Skufca

# **SCHEDULE 1**

# ASSIGNED PATENTS AND PATENT APPLICATIONS

Country	Office	Application No.	Description of Goods/Services	Status/Status Date
USA	USPTO	61/936,446	Document shredding system with RFID tracking and associated method	Filed 2/6/2014

# SCHEDULE 2 ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Country	Trademark	Application No.	Description of Goods/Services	Status/Status Date	
USA	DATADEFENDER	App. No. 85847638		Filed 2/12/2013	
USA	Incred-a-Shred	Registration No: 3517909	Document shredding services	Filed 11/27/2007	
USA	Lockdown	Registration No: 4,054,193	Document shredding services	Official Registration Date: 11/8/11	
USA	On-Site Shred (Stylized/Design)	Registration No: 3,072,475	Document destruction	Filed 5/10/2004	
USA	Shred First	Registration No.: 4172580	Secure disposal of office and business documents	Official Registration Date: 7/10/12	
USA	Shred USA	Registration No: 3,062,514	Document destruction	Official Registration Date: 2/28/06	
USA	Smartshred	Registration No. 2,802,121 Serial No: 76/490,722	Document destruction services	Publication Date: 10/14/03	
USA	Smartshred Day	Registration No: 4,084,722	Document destruction services	Official Registration: 1/10/2012	
USA	Smartshred Saturday	Registration No: 4,084,723	Document destruction services	Official Registration: 1/10/2012	
USA	X SHREDEX	App. No. 85952127	Document shredding services	Filed 6/6/2013	

### **SCHEDULE 3**

### ASSIGNED DOMAIN NAMES

advantageshred.com

alldatashredding.com

allsafeinc.com

americandocumentdestruction.com

americashredding.com

capitalshredding.com

certishred.com

cintasbackup.com

cintasdocumentshredding.com

cintassecure.com

cintassecure.net

cintasshredding.com

cityshredding.com

confidentialmaterials.com

docuguides.com

docushred.com

executiveshred.com

greatlakesshreds.com

grizzlyshredders.com

guardianshredding.com

incred-a-shred.com

incred-a-shred.net

incredashred.com

incredashred.net

indyshred.com

infoport.net

infoshredding.com

mrshredder.com

peachtreeshredding.com

prd-shreds.com

secshred.com

securityshreddingservice.com

shred-pro.com

shreddocs.net

shredforce.com

shredline.com

shredmastersllc.com

shredmydocs.com

shredpro.com shredquote.com shredusa.com smartshred.com smartshred.net smartshred.org solutions4paper.com trirshredding.com unitedshredding.com weshred.net

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RECORDED: 05/01/2014

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