

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM303308

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	04/30/2014

## CONVEYING PARTY DATA

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

## RECEIVING PARTY DATA

<b>Name:</b>	Shred-it USA LLC
<b>Street Address:</b>	6800 Cintas Blvd.
<b>City:</b>	Mason
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45040
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
<b>Serial Number:</b>	85847638	DATADEFENDER
<b>Registration Number:</b>	3517909	INCRED-A-SHRED
<b>Registration Number:</b>	4054193	LOCK DOWN
<b>Registration Number:</b>	3072475	ON-SITE SHRED
<b>Registration Number:</b>	4172580	SHRED FIRST
<b>Registration Number:</b>	3062514	SHRED USA
<b>Registration Number:</b>	2802121	SMARTSHRED
<b>Registration Number:</b>	4084722	SMARTSHRED DAY
<b>Registration Number:</b>	4084723	SMARTSHRED SATURDAY
<b>Serial Number:</b>	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@kmlaw.com  
**Correspondent Name:** Alison J. Stimac  
**Address Line 1:** One East Fourth Street  
**Address Line 2:** Suite 1400  
**Address Line 4:** Cincinnati, OHIO 45202

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	CI7800-MA0410
<b>NAME OF SUBMITTER:</b>	Alison J. Stimac
<b>SIGNATURE:</b>	/Alison J. Stimac/
<b>DATE SIGNED:</b>	05/01/2014

**Total Attachments: 5**

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# Delaware

PAGE 1

*The First State*

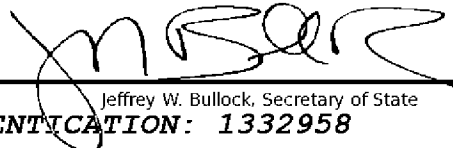
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CC SHREDDING LLC", A DELAWARE LIMITED LIABILITY COMPANY, WITH AND INTO "SHRED-IT USA LLC" UNDER THE NAME OF "SHRED-IT USA LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF APRIL, A.D. 2014, AT 1:10 O'CLOCK P.M.

2546974 8100M

140539962



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 1332958

DATE: 04-30-14

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

TRADEMARK  
REEL: 005272 FRAME: 0277

**STATE OF DELAWARE  
CERTIFICATE OF MERGER OF  
DOMESTIC LIMITED LIABILITY COMPANIES**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned limited liability company executed the following Certificate of Merger:

**FIRST:** The name of the surviving limited liability company is Shred-it USA LLC, a Delaware limited liability company, and the name of the limited liability company being merged into this surviving limited liability company is CC Shredding LLC, a Delaware limited liability company.

**SECOND:** The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies.

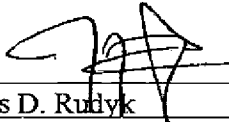
**THIRD:** The name of the surviving limited liability company is Shred-it USA LLC.

**FOURTH:** The merger is to become effective on April 30, 2014.

**FIFTH:** The Agreement of Merger is on file at 6800 Cintas Boulevard, Mason, Ohio 45040, the place of business of the surviving limited liability company.

**SIXTH:** A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the constituent limited liability companies.

**IN WITNESS WHEREOF,** said surviving limited liability company has caused this certificate to be signed by an authorized person, the 30<sup>th</sup> day of April, 2014.

  
\_\_\_\_\_  
James D. Rudyk  
Authorized Person

**AGREEMENT AND PLAN OF MERGER  
OF  
CC SHREDDING LLC  
WITH AND INTO  
SHRED-IT USA LLC**

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is entered into as of April 30, 2014 by and between SHRED-IT USA LLC, a Delaware limited liability company ("Shred-it"), and CC SHREDDING LLC, a Delaware limited liability company ("CC Shredding").

RECITALS:

WHEREAS, Boost US JV LLC, a Delaware limited liability company, is the sole member (the "Member") of Shred-it and CC Shredding;

WHEREAS, the Member has approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such company and its member; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, CC Shredding, in accordance with the Section 18-209 of the Delaware Limited Liability Company Act (the "Delaware Act"), will merge with and into Shred-it, with the Shred-it as the surviving limited liability company (the "Merger").

NOW THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Merger. As of the Effective Time (as hereinafter defined) CC Shredding shall merge with and into Shred-it pursuant to the provisions of the Delaware Act, with Shred-it as the Surviving Company (the "Merger"). The Merger shall have the effects set forth in Section 18-209 of the Delaware Act. Without limiting the generality of the foregoing, all the properties, rights, privileges, immunities, powers and franchises of CC Shredding shall vest in Shred-it, as the Surviving Company, and all debts, liabilities, obligations, and duties of CC Shredding shall become debts, liabilities, obligations, and duties of Shred-it, as the Surviving Company.

2. Filing of the Certificate of Merger; Effects of Merger. If this Agreement is not hereafter terminated or abandoned as permitted by the provisions hereof, then a Certificate of Merger executed in accordance with the Delaware Act shall be filed with the Secretary of State of the State of Delaware. The Merger shall become effective on the time and date when the Certificate of Merger is duly filed with the Secretary of State of the State of Delaware or such other time and date as may be specified in such certificate, herein sometimes referred to as the "Effective Time."

3. Cancellation of CC Shredding Units. Upon the effectiveness of the Merger, by virtue of the Merger and without any further action on the part of CC Shredding, all of the Units of CC Shredding shall be cancelled for no consideration. The outstanding limited liability company interests and membership interests of Shred-it shall remain outstanding and shall not be affected by the Merger.

4. Name of Surviving Company; Certificate of Formation; Limited Liability Company Agreement.

(a) Name of Surviving Company. The name of the Surviving Company on and after the Effective Time shall be Shred-it USA LLC.

(b) Certificate of Formation. The Certificate of Formation of Shred-it as in effect on the date hereof shall from and after the Effective Time be, and continue to be, the Certificate of Formation of the Surviving Company until changed or amended as provided by applicable law, and is not amended in any respect by this Agreement or as a result of the Merger.

(c) Limited Liability Company Agreement. The Limited Liability Company Agreement of Shred-it, as in effect immediately before the Effective Time, shall from and after the Effective Time be, and continue to be, the Limited Liability Company Agreement (as defined in the Delaware Act) of the Surviving Company until amended in accordance with its terms.

(d) Officers, Directors and Managers. The officers, directors and managers of Shred-it shall continue as the officers, directors and managers of the Surviving Company until their successors shall have been appointed and qualified.

(e) Principal Office. The principal office of Shred-it immediately after the Merger shall continue at 6800 Cintas Blvd, Mason, Ohio 45040 until the Member of Shred-it specifies otherwise.

5. Miscellaneous.

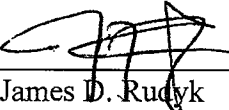
(a) Termination. This Agreement may be terminated and the proposed Merger abandoned at any time before the Effective Time of the Merger, if the Member of Shred-it duly adopts a resolution abandoning this Agreement and evidence of the adoption of any such resolution is provided to CC Shredding prior to the Effective Time of the Merger.

(b) Governing Law. This Agreement shall be governed by and construed under the internal substantive laws of the State of Delaware without regard to conflicts-of-laws principles that would require the application of any other law.

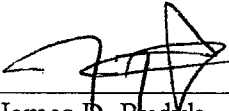
(c) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. A signed copy of this Agreement 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 Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement and Plan of Merger to be executed as of the date first written above.

**SHRED-IT USA LLC**

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

**CC SHREDDING LLC**

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