

04-24-2000



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OPR./FINANCE

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
12/10/90
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
12/10/90

Name Schooner Capital Corporation

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Massachusetts

Receiving Party

Mark if additional names of receiving parties attached

Name Iron Mountain Incorporated (f/k/a Iron Mountain Information Services, Inc.)

DBA/AK/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 745 Atlantic Avenue

Address (line 2) \_\_\_\_\_

Address (line 3) Boston

Massachusetts

02111

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

04/21/2000 DMGUYEN 00000155 2018553

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40.00 UP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002058 FRAME: 0323

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number (617) 951-8000

Name

David O. Johanson

Address (line 1)

150 Federal Street

Address (line 2)

Boston, MA 02110-1726

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 3

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)


2,018,553		

**Number of Properties**

Enter the total number of properties involved.

# 1

**Fee Amount:**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

David O. Johanson

Name of Person Signing

Signature

03/16/00

Date Signed

**SCHEDULE A**

Trademark

Registration No.

Registration Date

SAFEKEEPER

2,018,553

November 26, 1996

## NUNC PRO TUNC ASSIGNMENT OF TRADEMARK

WHEREAS, Schooner Capital Corporation (dba Iron Mountain), a corporation organized and existing under the laws of Massachusetts, having a place of business at 99 Bedford Street, Boston, Massachusetts 02111, adopted and used the trademark (the "Mark") identified on Schedule A attached hereto, and was the owner of the registration of such Mark in the United States Patent and Trademark Office identified on such Schedule A, and assigned such Mark and the registration thereof to Iron Mountain Information Services, Inc. as of December 10, 1990; and

WHEREAS, Iron Mountain Information Services, Inc., a corporation organized and existing under the laws of Delaware, having a place of business at 745 Atlantic Avenue, Boston, Massachusetts 02111, acquired the Mark and the registration thereof from Schooner Capital Corporation as of December 10, 1990;

WHEREAS, Schooner Capital Corporation was merged on May 29, 1998 with and into Schooner Capital LLC, a Delaware limited liability company (the "Assignor"), having an address of 745 Atlantic Avenue, Boston, Massachusetts 02111;

WHEREAS, the name of Iron Mountain Information Services, Inc. was changed to Iron Mountain Incorporated (the "Assignee") effective November 27, 1995;

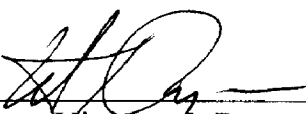
WHEREAS, the Assignor and Assignee desire to confirm such assignment from Assignor to Assignee *nunc pro tunc* as of December 10, 1990.

NOW, THEREFORE, for good and valuable consideration, receipt and adequacy of which the parties acknowledge, the Assignor hereby assigns, sells, and transfers and confirms the assignment, sale and transfer unto the Assignee, *nunc pro tunc* as of December 10, 1990, all right, title and interest in and to the Mark, together with (i) the registration of the Mark, (ii) the goodwill of the business symbolized by and associated with the Mark and the registration thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Mark or the registration thereof or such associated goodwill.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, effective as of December 10, 1990.

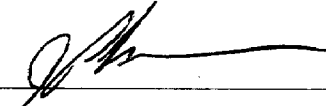
### **SCHOONER CAPITAL LLC**

(successor by merger to Schooner Capital Corporation)

By:   
Name: Vincent J. Ryan  
Title: Chairman

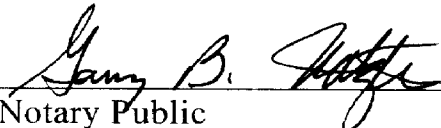
The foregoing assignment of the Mark and the registration thereof by the Assignor to the Assignee is hereby accepted, effective as of the 10<sup>th</sup> day of December, 1990.

**IRON MOUNTAIN INCORPORATED**  
(f/k/a Iron Mountain Information Services, Inc.)

By:   
Name: \_\_\_\_\_  
Title: **J.P. Lawrence**  
**VP, Treasurer**

COMMONWEALTH OF MASSACHUSETTS) ) ss.  
COUNTY OF SUFFOLK )

On this the 1<sup>st</sup> day of March, 2000, before me appeared Vincent J. Ryan, the person who signed this instrument, who acknowledged that, as of December 10, 1990, he was the Chairman of Schooner Capital Corporation, and that he is presently Chairman of Schooner Capital LLC, and that being duly authorized as of such date he signed such instrument as a free act on behalf of said corporation and said limited liability company.

  
Notary Public

[Seal]

My commission expires: June 7, 2002