

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shred-It USA Inc.		08/04/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GS Canada Specialty Lending Company		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	COMPANY: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2989430	SHRED FOR BREAD	
CORRESPONDENCE DATA			
Fax Number:	(404)888-4190		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-888-4284		
Email:	tramstrom@hunton.com		
Correspondent Name:	Todd Ramstrom		
Address Line 1:	600 Peachtree Street, NE Ste. 4100		
Address Line 2:	Hunton & Williams		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Elizabeth A. Mullican, Esq.		
Signature:	/Elizabeth A. Mullican, Esq./		
Date:	09/26/2007		

OP \$40.00 2989430

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of October 4, 2006, by SHRED-IT USA INC., a Delaware corporation (“**Grantor**”), in favor of GS CANADA SPECIALTY LENDING COMPANY, as Collateral Agent under the Credit Agreement described below (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of August 11, 2006, by and among SHRED-IT INTERNATIONAL INC, as Borrower, the other Credit Parties party thereto from time to time (including but not limited to Grantor), the Lenders party thereto from time to time, and Collateral Agent, as Administrative Agent, Collateral Agent, Lead Arranger, Syndication Agent, and Documentation Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Lenders have agreed to make the Loans to Borrower, and the Grantor has guaranteed such Loans; and

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and Lenders, a continuing first priority security interest (subject to Permitted Liens) in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trade-Marks (as defined in the Security Agreement) to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trade-Mark; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trade-Mark and (ii) injury to the goodwill associated with any Trade-Mark.

3. **Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and

affirms that the rights and remedies of Collateral 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.

4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[signatures appear on the following page]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

GRANTOR:

SHRED-IT USA INC.

By: [Signature]
Name: GREG BROPHY
Title: PRESIDENT

ACKNOWLEDGMENT OF GRANTOR

Province
STATE OF ONTARIO)
Town
COUNTY OF CHARVILLE)

ss.

On this 2 day of OCTOBER, 2006, before me personally appeared GREG BROPHY, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SHRED-IT USA INC., and who being duly sworn by me did depose and say that (i) such person is an authorized officer of SHRED-IT USA INC., (ii) such instrument was signed on behalf of SHRED-IT USA INC., and (iii) such person acknowledged such instrument to be the free act and deed of SHRED-IT USA INC.

[Signature]
Notary Public

[Notarial Seal]

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

GS CANADA SPECIALTY LENDING COMPANY

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

GRANTOR:

SHRED-IT USA INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS)
)
COUNTY OF _____)

ss.

On this ____ day of _____, 2006, before me personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SHRED-IT USA INC., and who being duly sworn by me did depose and say that (i) such person is an authorized officer of SHRED-IT USA INC., (ii) such instrument was signed on behalf of SHRED-IT USA INC., and (iii) such person acknowledged such instrument to be the free act and deed of SHRED-IT USA INC.

Notary Public

[Notarial Seal]

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

GS CANADA SPECIALTY LENDING COMPANY

By: Stephen Whipp
Name: Stephen Whipp
Title: Senior Vice President

Schedule 1

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Service Mark: Shred For Bread	Registration#: 2,989,430	Registration Date: 08/30/2005
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Schedule 1

Trademark Security Agreement
647108

RECORDED: 09/26/2007

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