

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM303305

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cintas Corporation No. 2		04/30/2014	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CC Shredding 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		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<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	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	astimac@kmlaw.com		
<b>Correspondent Name:</b>	Alison J. Stimac		
<b>Address Line 1:</b>	One East Fourth Street		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>ATTORNEY DOCKET NUMBER:</b>	CI7800-MA0410		

OP \$265.00 85847638

<b>NAME OF SUBMITTER:</b>	Alison J. Stimac
<b>SIGNATURE:</b>	/Alison J. Stimac/
<b>DATE SIGNED:</b>	05/01/2014
<b>Total Attachments: 7</b> source=Assignment of IP (CC2 to CC Shredding#page1.tif source=Assignment of IP (CC2 to CC Shredding#page2.tif source=Assignment of IP (CC2 to CC Shredding#page3.tif source=Assignment of IP (CC2 to CC Shredding#page4.tif source=Assignment of IP (CC2 to CC Shredding#page5.tif source=Assignment of IP (CC2 to CC Shredding#page6.tif source=Assignment of IP (CC2 to CC Shredding#page7.tif	

## 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. Assignment. 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 Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

(c) the registration of internet domain names set forth on Schedule 3 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 "Domain Names");

(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. Terms of the Contribution Agreement. 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. Counterparts. 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. Successors and Assigns. 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**

<b>Country</b>	<b>Office</b>	<b>Application No.</b>	<b>Description of Goods/Services</b>	<b>Status/Status Date</b>
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**

<b>Country</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Description of Goods/Services</b>	<b>Status/Status Date</b>
USA	DATADEFENDER	App. No. 85847638	High security metal lock for use with document destruction receptable	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  
cintassecur.com  
cintassecur.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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