

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Total Safety U.S., Inc.		12/08/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse, Cayman Islands Branch, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1993147	TOTAL SAFETY	
Registration Number:	1993338	TOTAL SAFETY	
Registration Number:	2390958	TOTAL SAFETY	
Registration Number:	2399146	TOTAL SAFETY	
Registration Number:	3140994	W3	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	030786-0293		

OP \$140.00 1993147

900064457

TRADEMARK
REEL: 003442 FRAME: 0001

NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kristinazcona/
Date:	12/11/2006
Total Attachments: 6 source=TS 2nd lien IP Security Agt#page1.tif source=TS 2nd lien IP Security Agt#page2.tif source=TS 2nd lien IP Security Agt#page3.tif source=TS 2nd lien IP Security Agt#page4.tif source=TS 2nd lien IP Security Agt#page5.tif source=TS 2nd lien IP Security Agt#page6.tif	

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 8, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Credit Suisse, Cayman Islands Branch (“Credit Suisse”), as collateral agent (in such capacity and together with its successors, the “Collateral Agent”) for the Secured Parties (as defined in the Second Lien Guarantee and Collateral Agreement referred to below).

WHEREAS, TS Midco, Inc., a Delaware corporation (“Holdings”), and TS Mergerco, Inc., a Delaware corporation (the “Borrower”), have entered into a Second Lien Credit Agreement, dated as of December 8, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), with the Lenders from time to time party thereto, Credit Suisse Securities (USA) LLC, as sole bookrunner and sole lead arranger, and Credit Suisse as administrative agent and as collateral agent. Capitalized terms used and not defined herein have the meanings given such terms in the Second Lien Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Second Lien Credit Agreement that the Grantors shall have executed and delivered that certain Second Lien Guarantee and Collateral Agreement, dated as of December 8, 2006, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Second Lien Guarantee and Collateral Agreement, the Grantors have granted a second priority security interest in certain property, including, without limitation, certain intellectual property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each

registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the “Patents”);

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (“Copyrights”);

(d) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements

thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(e) any and all proceeds of the foregoing;

provided that the Intellectual Property Collateral shall not include (i) any application to register Trademarks in the U.S. Patent and Trademark Office based upon Grantor's "intent to use" such Trademark (but only if the grant of security interest to such intent-to-use Trademark violates 15 U.S.C. § 1060(a)) unless and until a "Statement of Use" or "Amendment to Allege Use" is filed in the U.S. Patent and Trademark Office with respect thereto, at which point the Intellectual Property Collateral shall include, and the security interest granted hereunder shall attach to, such application or (ii) any lease, license, contract, property right or agreement to which any Grantor is a party or any of its rights or interests thereunder if and only for so long as the grant of a security interest hereunder shall constitute or result in a breach, termination or default under any such lease, license, contract, property right or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or any other applicable law or principles of equity) (an "Excluded Asset"); provided, however, that any portion of any such lease, license, contract, property right or agreement shall cease to constitute an Excluded Asset pursuant to this clause at the time and to the extent that the grant of a security interest therein does not result in any of the consequences specified above.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Second Lien Guarantee and Collateral Agreement and the Second Lien Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Second Lien Guarantee and Collateral Agreement and the Second Lien Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Second Lien Guarantee and Collateral Agreement or the Second Lien Credit Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement or the Second Lien Credit Agreement shall govern.

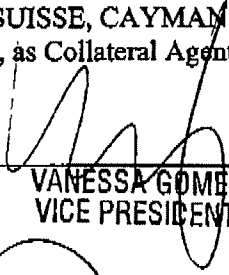
[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Second Lien Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

TOTAL SAFETY U.S., INC.
By: 
Name: David Fanta
Title: President and Chief
Executive Officer

[SECOND LIEN IP SECURITY AGREEMENT]

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: 
Name: VANESSA GOMEZ
Title: VICE PRESIDENT

By: 
Name: NUPUR KUMAR
Title: ASSOCIATE

[SECOND LIEN IP SECURITY AGREEMENT]

Intellectual Property

COPYRIGHTS

Copyrights and Licenses	Filing Date	Registration No.	Registered Owner
Total Safety Turnaround Best Practices Manual	2/8/06	TXu-1-293-682	Total Safety U.S., Inc.

PATENTS

Patents and Licenses	Filing Date	Registration No.	Registered Owner
Patent Title: Breathing Air System for a Facility		pending	Total Safety U.S., Inc.

FEDERAL TRADEMARKS

Trademarks and Licenses	Filing Date	Registration No.	Registered Owner
Total Safety	July 19, 1995	1,993,147	Total Safety U.S., Inc.
Total Safety	Aug. 15, 1995	1,993,338	Total Safety U.S., Inc.
TOTAL SAFETY	Jan. 5, 1999	2,390,958	Total Safety U.S., Inc.
TOTAL SAFETY	Jan. 5, 1999	2,399,146	Total Safety U.S., Inc.
W3	July 14, 2005	3,140,994	Total Safety U.S., Inc.

STATE TRADEMARKS

Mark	Filing Date	Registration No.	Registered Owner
WSI Industrial Services	Dec. 5, 2005	589470	Total Safety U.S., Inc.