

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Total Safety U.S., Inc.		10/28/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2390958	TOTAL SAFETY
Registration Number:	2399146	TOTAL SAFETY
Registration Number:	1993147	TOTAL SAFETY
Registration Number:	1993338	TOTAL SAFETY
Registration Number:	3140994	W3
Registration Number:	3992694	TOTAL SAFETY
Registration Number:	3993589	AIR
Registration Number:	3993621	FIRE
Registration Number:	3993596	G A S
Registration Number:	3993602	COMM
Registration Number:	3988922	SAFETY
Registration Number:	3992696	PERSONNEL
Registration Number:	3992698	IH
Serial Number:	85151496	MEDICAL

CH \$390.00 2390958

Serial Number:

85266196

SAFESAT

CORRESPONDENCE DATA

Fax Number: (650)213-8158

Phone: 6502130300

Email: cishihara@whitecase.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: White & Case LLP / Christina Ishihara

Address Line 1: 3000 El Camino Real, Bldg 5, 9th Floor

Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:

1104031-0608

NAME OF SUBMITTER:

Christina Ishihara

Signature:

/Christina Ishihara/

Date:

11/02/2011

Total Attachments: 6

source=II. E. Total Safety - Trademark Security Agreement##page1.tif

source=II. E. Total Safety - Trademark Security Agreement##page2.tif

source=II. E. Total Safety - Trademark Security Agreement##page3.tif

source=II. E. Total Safety - Trademark Security Agreement##page4.tif

source=II. E. Total Safety - Trademark Security Agreement##page5.tif

source=II. E. Total Safety - Trademark Security Agreement##page6.tif

TRADEMARK SECURITY AGREEMENT dated as of October 28, 2011 (this “Agreement”), among Total Safety U.S., Inc. (the “Grantor”) and Deutsche Bank Trust Company Americas, as administrative agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement dated as of October 28, 2011 (as amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the “Credit Agreement”), among W3 Parent Co. (“Holdings”), W3 Co. (the “Borrower”), the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent and (b) the Collateral Agreement dated as of October 28, 2011 (as amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including the U.S. Trademark registrations and applications listed on Schedule I (the “Trademark Collateral”), all proceeds and products of the Trademarks, and all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same. Notwithstanding the foregoing in no event shall Trademark Collateral include any application for registration of a trademark filed with the PTO on an intent-to-use basis if the grant of a security interest therein would impair the validity or enforceability of such intent to use trademark applications under applicable federal law until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO, at which time such trademark shall automatically become part of the Collateral.

Section 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

Total Safety U.S., Inc.,
as Grantor

By: 


Name:

Title:

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004653 FRAME: 0216

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Administrative Agent

By: 
Name: **Mary Kay Coyle**
Title: **Managing Director**

By: 
Name: **Marcus M. Tarkington**
Title: **Director**

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004653 FRAME: 0217

Trademarks and Trademark Applications

<u>Loan Party</u>	<u>Registered Owner</u>	<u>Mark</u>	<u>Country Designation</u>	<u>Registration/ (Serial) Number</u>	<u>Registration/ (Application) Date</u>
Total Safety U.S., Inc.	Total Safety U.S., Inc.	TOTAL SAFETY	United States	2,390,958	10/3/00
Total Safety U.S., Inc.	Total Safety U.S., Inc.	TOTAL SAFETY	United States	2,399,146	10/31/00
Total Safety U.S., Inc.	Total Safety U.S., Inc.	TOTAL SAFETY and Design	United States	1,993,147	8/13/96
Total Safety U.S., Inc.	Total Safety U.S., Inc.	TOTAL SAFETY and Design	United States	1,993,338	8/13/96
Total Safety U.S., Inc.	Total Safety U.S., Inc.	W3 Stylized	United States	3,140,994	9/12/06
Total Safety U.S., Inc.	Total Safety U.S., Inc.	Design Mark (Total Safety Badge)	United States	3,992,694	7/12/11
Total Safety U.S., Inc.	Total Safety U.S., Inc.	Design Mark (Breathing Air Badge)	United States	3,993,589	7/12/11
Total Safety U.S., Inc.	Total Safety U.S., Inc.	Design Mark (Fire Safety Badge)	United States	3,993,621	7/12/11
Total Safety U.S., Inc.	Total Safety U.S., Inc.	Design Mark (Gas Detection Badge)	United States	3,993,596	7/12/11
Total Safety U.S., Inc.	Total Safety U.S., Inc.	Design Mark (Communications Badge)	United States	3,993,602	7/12/11
Total Safety U.S., Inc.	Total Safety U.S., Inc.	Design Mark (Safety Badge)	United States	3,988,922	7/5/11
Total Safety U.S., Inc.	Total Safety U.S., Inc.	Design Mark (Personnel Badge)	United States	3,992,696	7/12/11
Total Safety U.S., Inc.	Total Safety U.S., Inc.	Design Mark (Industrial Hygiene Badge)	United States	3,992,698	7/12/11
Total Safety U.S., Inc.	Total Safety U.S., Inc.	Design Mark (Medical Services Badge)	United States	(85/151,496)	(10/13/10)

<u>Loan Party</u>	<u>Registered Owner</u>	<u>Mark</u>	<u>Country Designation</u>	<u>Registration/ (Serial) Number</u>	<u>Registration/ (Application) Date</u>
Total Safety U.S., Inc.	Total Safety U.S., Inc.	SAFESAT	United States	(85/266,196)	(3/14/11)
Total Safety U.S., Inc.	Total Safety U.S., Inc.	WSI INDUSTRIAL SERVICES	Louisiana (United States)		12/5/05