

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Total Safety U.S., Inc.		03/13/2013	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:	Trust Company: NEW YORK

PROPERTY NUMBERS Total: 17

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
Registration Number:	4160534	EHS

CH \$440.00 2390958

Registration Number:	4160532	MEDICAL
Serial Number:	85769044	WEBB-MURRAY
Serial Number:	85266196	SAFESAT

CORRESPONDENCE DATA

Fax Number: 6502138158
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 6502130300
 Email: iprecordations@whitecase.com
 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:	1104031-0613
NAME OF SUBMITTER:	Christina Ishihara
Signature:	/Christina Ishihara/
Date:	03/14/2013

Total Attachments: 6
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SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 13, 2013 (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 Second Lien Credit Agreement dated as of March 13, 2013 (as amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Credit Agreement"), among W3 PARENT CO., a Delaware corporation ("Holdings"), W3 CO., a Delaware corporation (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, (b) the Second Lien Collateral Agreement dated of even date with the Credit Agreement (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 and (c) the Intercreditor Agreement dated as of March 13, 2013 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Intercreditor Agreement"), among Holdings, the Borrower, the other grantors party thereto, Deutsche Bank Trust Company Americas, as the senior representative, and the Administrative Agent, as the initial second priority representative. The Lenders 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 as consideration for Loans previously made. 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 the trademarks and trademark applications listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application.

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.

SECTION 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the Liens and Security Interests granted to the Administrative Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to Deutsche Bank Trust Company Americas, as First Lien Administrative Agent, pursuant to or in connection with the First Lien Credit Agreement, and (ii) the exercise of any right or remedy by the Administrative Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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

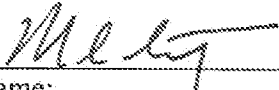
TOTAL SAFETY U.S., INC., as Grantor

By: 
Name:
Title:

[Signature Page to Second Lien Trademark Security Agreement]

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Administrative Agent

By: 
Name: Mary Kay Coyle
Title: Managing Director

By: 
Name: Michael Getz
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

Schedule I

TRADEMARKS*Trademark Registrations*

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
TOTAL SAFETY	United States	2,390,958	10/3/00	Total Safety U.S., Inc.
TOTAL SAFETY	United States	2,399,146	10/31/00	Total Safety U.S., Inc.
TOTAL SAFETY and Design	United States	1,993,147	8/13/96	Total Safety U.S., Inc.
TOTAL SAFETY and Design	United States	1,993,338	8/13/96	Total Safety U.S., Inc.
W3 Stylized	United States	3,140,994	9/12/06	Total Safety U.S., Inc.
Design Mark (Total Safety Badge)	United States	3,992,694	7/12/11	Total Safety U.S., Inc.
Design Mark (Breathing Air Badge)	United States	3,993,589	7/12/11	Total Safety U.S., Inc.
Design Mark (Fire Safety Badge)	United States	3,993,621	7/12/11	Total Safety U.S., Inc.
Design Mark (Gas Detection Badge)	United States	3,993,596	7/12/11	Total Safety U.S., Inc.
Design Mark (Communications Badge)	United States	3,993,602	7/12/11	Total Safety U.S., Inc.
Design Mark (Safety Badge)	United States	3,988,922	7/5/11	Total Safety U.S., Inc.
Design Mark (Personnel Badge)	United States	3,992,696	7/12/11	Total Safety U.S., Inc.
Design Mark (Industrial Hygiene Badge)	United States	3,992,698	7/12/11	Total Safety U.S., Inc.
EHS and Design	United States	4,160,534	6/19/12	Total Safety U.S., Inc.

MEDICAL and Design	United States	4,160,532	6/19/12	Total Safety U.S., Inc.
WSI INDUSTRIAL SERVICES	Louisiana	(77-302646)	12/5/05	Total Safety U.S., Inc.
H2WR	Louisiana	(79-014260)	2/17/12	Total Safety U.S., Inc.
EHS SERVICES	Louisiana	(79-014149)	2/17/12	Total Safety U.S., Inc.

Trademark Applications

<u>Mark</u>	<u>Jurisdiction</u>	<u>Application Serial Number</u>	<u>Application Date</u>	<u>Owner</u>
WEBB-MURRAY	United States	85/769,044	11/1/12	Total Safety U.S., Inc.
SAFESAT	United States	85/266,196	3/14/11	Total Safety U.S., Inc.