

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM353563

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement, Second Lien		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TOTAL SAFETY U.S., INC.		08/31/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Trust Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4544762	SOLUTIONS THAT FIT	
<b>Serial Number:</b>	86025904	AIR COBRA	
<b>Serial Number:</b>	86025925	AIR COBRA TOTAL SAFETY	
<b>Serial Number:</b>	86469274	TOTAL SAFETY	
<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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Theresa Tran/White & Case LLP		
<b>Address Line 1:</b>	1155 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	1104031-0616-T194		
<b>NAME OF SUBMITTER:</b>	Theresa Tran		
<b>SIGNATURE:</b>	/Theresa Tran/		
<b>DATE SIGNED:</b>	09/01/2015		
<b>Total Attachments: 5</b>			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2015 (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 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.

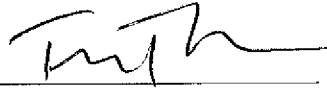
SECTION 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the Liens and Security Interests granted to the Administrative Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured 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.

*[Remainder of 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: Troy Thacker


Title: President and Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

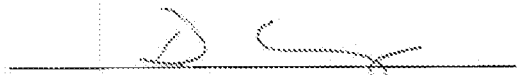
**TRADEMARK**  
**REEL: 005612 FRAME: 0981**

**DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Administrative Agent**

By:  
Name:  
Title:

  
-----  
Michael Shannon  
Vice President

By:  
Name:  
Title:

  
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Dusan Lazarov  
Director

Schedule I

<u>Mark</u>	<u>Country Designation</u>	<u>Registration/ (Serial) Number</u>	<u>Registration/ (Application) Date</u>	<u>Current Status</u>
AIR COBRA	United States	86/025,904		Published for Opposition 07/01/2015
AIR COBRA TOTAL SAFETY & Design	United States	86/025,925		Published for Opposition 07/01/2015
SOLUTIONS THAT FIT	United States	4,544,762	06/03/2014	Sections 8&15 Due between 06/03/2019 and 06/03/2020
TOTAL SAFETY & Design	United States	86/469,274		RTOA due 09/20/2015
Wellbeing of Workers Worldwide	United States			Proposed