

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM353554

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement, First Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOTAL SAFETY U.S., INC.		08/31/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Trust Company: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4544762	SOLUTIONS THAT FIT	
Serial Number:	86025904	AIR COBRA	
Serial Number:	86025925	AIR COBRA TOTAL SAFETY	
Serial Number:	86469274	TOTAL SAFETY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	iprecordations@whitecase.com		
Correspondent Name:	Theresa Tran/White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1104031-0616-T194		
NAME OF SUBMITTER:	Theresa Tran		
SIGNATURE:	/Theresa Tran/		
DATE SIGNED:	09/01/2015		
Total Attachments: 5			
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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 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, and (b) the 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. 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 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 exe-

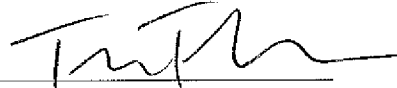
cuted signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. 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: 

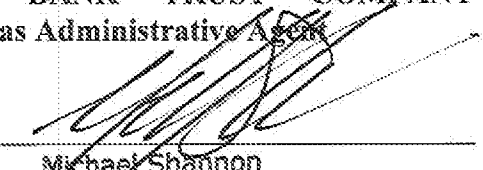
Name: Troy Thacker

Title: President and Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

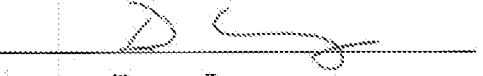
**DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Administrative Agent**

By:
Name:
Title:



Michael Shannon
Vice President

By:
Name:
Title:



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 be- tween 06/03/2019 and 06/03/2020
TOTAL SAFETY & De- sign	United States	86/469,274		RTOA due 09/20/2015
Wellbeing of Workers Worldwide	United States			Proposed