

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM405660

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Total Safety U.S., Inc.		11/16/2016	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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4982437	WELLBEING OF WORKERS WORLDWIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123548113		
<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>Phone:</b>	2128198200		
<b>Email:</b>	IPRECORDATIONS@WHITECASE.COM		
<b>Correspondent Name:</b>	Matthew Campion/White & Case LLP		
<b>Address Line 1:</b>	1155 Avenue of the Americas		
<b>Address Line 2:</b>	Patent and Trademark Dept.		
<b>Address Line 4:</b>	New York, NEW YORK 10036-2787		
<b>NAME OF SUBMITTER:</b>	Matthew Campion		
<b>SIGNATURE:</b>	/Matthew Campion/		
<b>DATE SIGNED:</b>	11/16/2016		
<b>Total Attachments: 4</b>			
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TRADEMARK SECURITY AGREEMENT, dated as of November 16, 2016 (this “Agreement”), between TOTAL SAFETY U.S., INC., a Delaware corporation having an address at 11111 Wilcrest Green Drive, Suite 300, Houston, Texas 77042 (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, Holdings, 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.

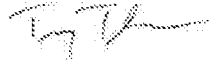
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement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

SECTION 5. 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 W. Thacker  
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement (First Lien)]

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

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

By:   
Name: **Kelvin Ji**  
Title: **Director**

By:   
Name: **Benjamin South**  
Title: **Vice President**

[Signature Page to Trademark Security Agreement (First Lien)]

Schedule I

**Trademark Registrations and Applications**

<u>Mark</u>	<u>Country Designation</u>	<u>Registration / (Serial) Number</u>	<u>Registration / (Application) Date</u>	<u>Current Status</u>	<u>Current Owner</u>
WELLBEING OF WORKERS WORLDWIDE	United States	4982437	06/21/2016	Registered	Total Safety U.S., Inc.