

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Total Safety U.S., Inc.		11/16/2016	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: 1			
Property Type	Number	Word Mark	
Registration Number:	4982437	WELLBEING OF WORKERS WORLDWIDE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2128198200		
Email:	IPRECORDATIONS@WHITECASE.COM		
Correspondent Name:	Matthew Campion/White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patent and Trademark Dept.		
Address Line 4:	NEW YORK, NEW YORK 10036-2787		
NAME OF SUBMITTER:	Matthew Campion		
SIGNATURE:	/Matthew Campion/		
DATE SIGNED:	11/17/2016		
Total Attachments: 5			
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SECOND LIEN 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 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, Holdings, 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 Agree-

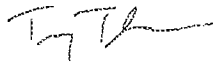
ment are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to Deutsche Bank Trust Company Americas, as First Lien Administrative Agent, pursuant 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 W. Thacker
Title: President and Chief Executive Officer

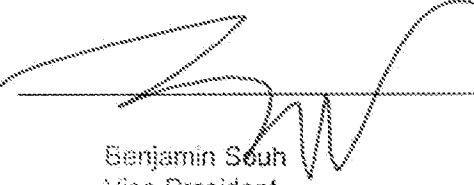
[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 005924 FRAME: 0536

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: _____
Title: Benjamin Souh
Vice President

[Signature Page to Trademark Security Agreement (Second 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.