

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419074

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TOTAL SAFETY U.S., INC.		03/08/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CORTLAND CAPITAL MARKET SERVICES LLC, as administrative agent		
<b>Street Address:</b>	225 W. WASHINGTON STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4824694	AIR COBRA	
Registration Number:	4824695	AIR COBRA TOTAL SAFETY	
Registration Number:	4544762	SOLUTIONS THAT FIT	
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:	3993589	AIR	
Registration Number:	3993602	COMM	
Registration Number:	4160534	EHS	
Registration Number:	3993621	FIRE	
Registration Number:	3993596	G A S	
Registration Number:	3992698	IH	
Registration Number:	4160532	MEDICAL	
Registration Number:	3992696	PERSONNEL	
Registration Number:	3988922	SAFETY	
Registration Number:	3992694	TOTAL SAFETY	
Registration Number:	4360883	WEBB-MURRAY	

CH \$540.00 4824694

Property Type	Number	Word Mark
Registration Number:	4884207	TOTAL SAFETY
Registration Number:	4982437	WELLBEING OF WORKERS WORLDWIDE

**CORRESPONDENCE DATA**

**Fax Number:** 2128721002

*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.*

**Phone:** 212-872-7441

**Email:** cjoyce@akingump.com, kkoehler@akingump.com

**Correspondent Name:** Clare Joyce

**Address Line 1:** One Bryant Park

**Address Line 4:** New York, NEW YORK 10036

<b>NAME OF SUBMITTER:</b>	Kwan Koehler
<b>SIGNATURE:</b>	/Kwan Koehler/
<b>DATE SIGNED:</b>	03/09/2017

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**, dated as of March 8, 2017 (this “Agreement”), among TOTAL SAFETY U.S., INC., (the “Grantor”) and CORTLAND CAPITAL MARKET SERVICES LLC, as administrative agent and collateral agent (in such capacities, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement dated as of March 8, 2017 (as amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the “Credit Agreement”), among W3 HOLDCO SUB LLC, a Delaware limited liability company (“Holdings”), W3 TOPCO LLC, a Delaware limited liability company (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 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 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 (together with all goodwill associated therewith or symbolized thereby) 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.

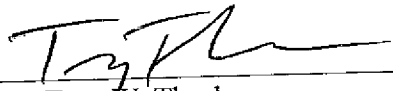
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement 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.

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

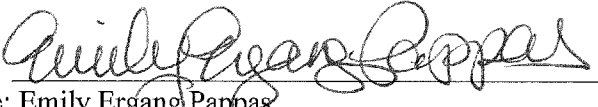
**TOTAL SAFETY U.S., INC., as Grantor**

By:   
Name: Troy W. Thacker  
Title: President and Chief Executive Officer

[Signature Page to Total Safety Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006006 FRAME: 0815**

**CORTLAND CAPITAL MARKET SERVICES  
LLC, as Administrative Agent**

By:   
Name: Emily Ergang Pappas  
Title: Associate Counsel

Schedule I

**TRADEMARKS**

Trademark Registrations and Applications

<u>Trademark</u>	<u>Number</u>	<u>Date</u>	<u>If Foreign Trademark, What Country?</u>	<u>Company/Subsidiary</u>
AIR COBRA	4,824,694	10/06/2015	N/A	Total Safety U.S., Inc.
AIR COBRA TOTAL SAFETY & Design	4,824,695	10/06/2015	N/A	Total Safety U.S., Inc.
SOLUTIONS THAT FIT	4,544,762	06/03/2014	N/A	Total Safety U.S., Inc.
TOTAL SAFETY	2,390,958	10/3/2000	N/A	Total Safety U.S., Inc.
TOTAL SAFETY	2,399,146	10/31/2000	N/A	Total Safety U.S., Inc.
TOTAL SAFETY Stacked Globe Design	1,993,147	8/13/1996	N/A	Total Safety U.S., Inc.
TOTAL SAFETY Stacked Globe Design	1,993,338	8/13/1996	N/A	Total Safety U.S., Inc.
W3 (Stylized)	3,140,994	9/12/2006	N/A	Total Safety U.S., Inc.
AIR & Design (Badge)	3,993,589	7/12/2011	N/A	Total Safety U.S., Inc.
COMM & Design (Badge)	3,993,602	7/12/2011	N/A	Total Safety U.S., Inc.
EHS & Design (Badge)	4,160,534	6/19/2012	N/A	Total Safety U.S., Inc.
FIRE & Design (Badge)	3,993,621	7/12/2011	N/A	Total Safety U.S., Inc.
G A S & Design (Badge)	3,993,596	7/12/2011	N/A	Total Safety U.S., Inc.
IH & Design (Badge)	3,992,698	7/12/2011	N/A	Total Safety U.S., Inc.
MEDICAL &	4,160,532	6/19/2012	N/A	Total Safety U.S., Inc.

Design (Badge)				
PERSONNEL & Design (Badge)	3,992,696	7/12/2011	N/A	Total Safety U.S., Inc.
SAFETY & Design (Badge)	3,988,922	7/5/2011	N/A	Total Safety U.S., Inc.
TOTAL SAFETY & Design (Badge)	3,992,694	7/12/2011	N/A	Total Safety U.S., Inc.
WEBB- MURRAY	4,360,883	7/2/2013	N/A	Total Safety U.S., Inc.
TOTAL SAFETY & Design	4,884,207	1/12/2016	N/A	Total Safety U.S., Inc.
Wellbeing of Workers Worldwde	4,982,437	6/23/2016	N/A	Total Safety U.S., Inc.