

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536968

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services, LLC		08/16/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Total Safety U.S., Inc.
Street Address:	3151 Briarpark Drive
Internal Address:	Ste. 500
City:	Houston
State/Country:	TEXAS
Postal Code:	77042
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
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

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4360883	WEBB-MURRAY
Registration Number:	4884207	TOTAL SAFETY
Registration Number:	4982437	WELLBEING OF WORKERS WORLDWIDE

CORRESPONDENCE DATA

Fax Number:

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.

Email: petrolok@pepperlaw.com
Correspondent Name: PEPPER HAMILTON LLP
Address Line 1: 501 GRANT STREET, SUITE 300
Address Line 2: UNION TRUST BUILDING
Address Line 4: Pittsburgh, PENNSYLVANIA 15219-4429

ATTORNEY DOCKET NUMBER:	146166.00011
NAME OF SUBMITTER:	Antonelle M. Piccirilli
SIGNATURE:	/Antonelle M. Piccirilli/
DATE SIGNED:	08/16/2019

Total Attachments: 6

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY
(TRADEMARKS AND PATENTS)**

This Termination and Release of Security Interest in Intellectual Property (this “Release”) is made this 16th day of August, 2019, by Cortland Capital Market Services LLC, as administrative agent and collateral agent (in such capacities, “Agent”), in favor of Total Safety U.S., Inc. (“Grantor”).

WHEREAS, pursuant to the terms and conditions of that Collateral Agreement by Grantor and certain other parties in favor of Agent, dated as of March 8, 2017 (the “Collateral Agreement”), Grantor granted to Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in, to and under the Collateral, including but not limited to, the Intellectual Property (capitalized terms not otherwise defined herein shall have the meanings given to them in the Collateral Agreement);

WHEREAS, reference is made to (i) a certain Trademark Security Agreement dated March 8, 2017 (the “Trademark Security Agreement”) by and between Grantor and Agent, and (ii) a certain Patent Security Agreement dated March 8, 2017 (the “Patent Security Agreement”) by and between Grantor and Agent;

WHEREAS, in connection with the Trademark Security Agreement, Grantor granted to Agent a security interest in its Trademark Collateral (as defined in the Trademark Security Agreement), including without limitation the Trademarks set forth in Exhibit A hereof; and

WHEREAS, in connection with the Patent Security Agreement, Grantor granted to Agent a security interest in its Patent Collateral (as defined in the Patent Security Agreement), including without limitation the Patents set forth in Exhibit B hereof; and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on March 9, 2017 at Reel/Frame 6006/0812 with respect to Trademark Collateral;

WHEREAS, the Patent Security Agreement was recorded with the USPTO on March 9, 2017 at Reel/Frame 041532/0801 with respect to Trademark Collateral;

WHEREAS, Grantor’s obligations under the Collateral Agreement have been satisfied in full;

WHEREAS, pursuant to Section 5.13 of the Collateral Agreement, Agent has the requisite power and authority to release and discharge its security interest in and to the Intellectual Property; and

WHEREAS, the parties hereto desire to confirm and evidence the termination and release of the security interest in, to and under the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, on behalf of itself and its successors, legal representatives and assigns, hereby unconditionally, irrevocably and absolutely, without recourse to or representation or warranty of any kind by Agent, (i) assigns to Grantor all of Agent's right, title and interest (if any) in and to the Intellectual Property and (ii) terminates, cancels, releases and forever discharges any and all security interests it holds in, to and under the Intellectual Property, including, without limitation, the Trademarks and Patents set forth on Exhibit A and Exhibit B, respectively.

Agent shall take all further reasonable actions, and provide to Grantor or its successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release, in each case, at Grantor's expense. By this instrument, Agent authorizes and requests Grantor to record this Release with the USPTO.

This Release shall be governed by the internal laws of the State of New York, without giving effect to the choice of law provisions thereof.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its respective duly authorized representative as of the date first above written.

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

By: Matthew Trybula
Name: Matthew Trybula
Title: Associate Counsel

**Exhibit A
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 & Design (Badge)	4,160,532	6/19/2012	N/A	Total Safety U.S., Inc.

<u>Trademark</u>	<u>Number</u>	<u>Date</u>	<u>If Foreign Trademark, What Country?</u>	<u>Company/Subsidiary</u>
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 Worldwide	4,982,437	6/23/2016	N/A	Total Safety U.S., Inc.

**Exhibit B
Patents**

Patent Registrations and Applications

<u>Patent Name</u>	<u>Number</u>	<u>Date</u>	<u>Inventor</u>	If Foreign Trademark, What Country?	<u>Company/ Subsidiary</u>
BREATHING AIR PRODUCTION AND DISTRIBUTION SYSTEM	8,840,841	9/23/2014	Total Safety U.S., Inc.	N/A	Total Safety U.S., Inc.
BREATHING AIR PRODUCTION AND FILTRATION SYSTEM	14/491,474	3/12/2015	Total Safety U.S., Inc.	N/A	Total Safety U.S., Inc.
BREATHING AIR SYSTEM FOR A FACILITY	7,347,204	3/25/2008	Total Safety U.S., Inc.	N/A	Total Safety U.S., Inc.
REFINERY OXYGEN HOSE CLEANING APPARATUS AND METHOD	62/197,955	7/28/2015	Total Safety U.S., Inc.	N/A	Total Safety U.S., Inc.
SAFETY MONITORING SYSTEM	9,493,223	7/23/2013	Total Safety U.S., Inc.	N/A	Total Safety U.S., Inc.