

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537049

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Total Safety U.S., Inc.		08/16/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	1215 Superior Avenue		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44144		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4074796	AIR BOSS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,faisal.kraziem@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	08/17/2019		
<b>Total Attachments: 9</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement Supplement”) dated as of August 16, 2019, is made by the Person listed on the signature page hereof (the “Grantor”) in favor of CITIZENS BANK, N.A, as administrative agent and as collateral agent (in such capacity, and together with any successor in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Total Safety U.S., Inc., a Delaware corporation, entered into that certain Second Amended and Restated Loan and Guaranty Agreement dated as of August 16, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with CITIZENS BANK, N.A, as Administrative Agent and Collateral Agent, and each other Lender from time to time party thereto. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement (as defined below), as applicable.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered (i) that certain Second Amended and Restated ABL Security Agreement dated as of August 16, 2019 made by the Grantor and such other Persons in favor of the Collateral Agent for the benefit of the Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) (ii) that certain Trademark Security Agreement dated as of March 8, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), (iii) that certain Copyright Security Agreement dated as of March 8, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Copyright Security Agreement”) and (iv) that certain Patent Security Agreement dated as of March 8, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Patent Security Agreement” and together with the Security Agreement, Trademark Security Agreement and Copyright Security Agreement, the “Security Documents”).

WHEREAS, under the terms of the Security Documents, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

**Section 1.01. Grant of Security.** The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to the following (the “Additional Collateral”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- (ii) the trademark registrations and trademark applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under

applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(iii) the copyright registrations, copyright applications and copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, in each case except to the extent the same constitute Excluded Assets.

**Section 1.02. Security for Obligations.** The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

**Section 1.03. Recordation.** The Grantor authorizes the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, to record this IP Security Agreement Supplement.

**Section 1.04. Execution in Counterparts.** This IP Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement Supplement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement Supplement.

**Section 1.05. Grants, Rights and Remedies.** This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Documents. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**Section 1.06. Governing Law. THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

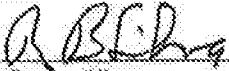
**Section 1.07. Intercreditor Agreement.** Notwithstanding anything herein to the contrary, the Liens and security interests granted to Citizens Bank, N.A., as Collateral Agent, pursuant to this Agreement in any Collateral and the exercise of any right or remedy by Citizens Bank, N.A., as Collateral Agent, with respect to any Collateral hereunder are subject to the provisions of the ABL

Intercreditor Agreement, dated as of August 16, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Intercreditor Agreement”), among Citizens Bank, N.A., as ABL Representative and Goldman Sachs Bank USA, as Term Loan Representative. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

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

By:   
Name: Roger Silva  
Title: Vice President

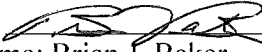
Address for Notices:

3151 Briarpark Drive  
Suite 300  
Houston, Texas 77042  
Attention: Chief Financial Officer

[Signature Page to IP Security Agreement Supplement]

TRADEMARK  
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CITIZENS BANK, N.A., as Collateral Agent

By   
Name: Brian J. Baker  
Title: Senior Vice President

Address for Notices:

600 Washington Blvd.  
Stamford, CT 06901  
Attention: Kenneth Wales

[Signature Page to IP Security Agreement Supplement]

**TRADEMARK**  
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Schedule A

UNITED STATES PATENTS

United States Patents

DOCKET NUMBER	COUNTRY	TITLE	APP. DATE	APP. NO.	GRANT DATE	CASE TYPE	PATENT NO.	CURRENT STATUS	OWNER
008001	United States	Safety Monitoring System	10/7/2003	10/574,927	7/23/2013	Utility	8,493,223	Granted – Next Annuity due 1/23/2021	Total Safety U.S., Inc.

United States Patent Applications

DOCKET NUMBER	COUNTRY	TITLE	APP. DATE	APP. NO.	GRANT DATE	CASE TYPE	PATENT NO.	CURRENT STATUS	OWNER
003001	United States	Safety Control Room	11/20/2014	62/082,493		Provisional		Expired	Total Safety U.S., Inc.
003002	United States	Safety Control Room	11/20/2015	15/518,513		Utility		Response to Non-Final Rejection OA filed 7/17/2019. Awaiting next PTO correspondence.	Total Safety U.S., Inc.
004000	United States	Breathing Air Production and Distribution System	10/19/2010	61/394,703		Provisional		Expired	Total Safety U.S., Inc.
006002	United States	Refinery Oxygen Hose Cleaning Apparatus and Method	7/20/2016	15/757,626		Utility		Published as of 8/16/2018. Awaiting next PTO correspondence.	Total Safety U.S., Inc.
006WO1	United States	Refinery Oxygen Hose Cleaning Apparatus and Method	7/20/2016	PCT/US2016/043086		Utility		Expired	Total Safety U.S., Inc.
007001	United States	Retractable Pilot, Follower And Ignitor				Utility		Abandoned per 5/18/2015 instructions.	Total Safety U.S., Inc.
010001	United States	Centralized Confined Space Monitoring System	7/11/2018	62/696,695		Provisional		Expired	Total Safety U.S., Inc.

**TRADEMARK**



DOCKET NUMBER	COUNTRY	TITLE	APP. DATE	APP. NO.	GRANT DATE	CASE TYPE	PATENT NO.	CURRENT STATUS	OWNER
010002	United States	Centralized Confined Space Monitoring System	07/10/2019	16/507,767		Utility		Pending - Filed	Total Safety U.S., Inc.

TRADEMARK

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Schedule B

UNITED STATES TRADEMARKS

United States Trademarks

DOCKET NUMBER	COUNTRY	TRADEMARK	APP. DATE	APP. NO.	REG. DATE	CLASS	REG. NO.	CURRENT STATUS	Owner
	United States	AIR BOSS	05/17/2010	85040346	United States		4074796	Registered	Total Safety U.S. Inc.
	United States	SAFEWATCH	---	---	United States	-	---	Unregistered	Total Safety U.S. Inc.

**TRADEMARK**

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United States Trademark Applications

None.

Schedule C

UNITED STATES COPYRIGHTS

United States Copyrights

None.

United States Copyright Applications

None.

TRADEMARK

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RECORDED: 08/17/2019