

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM541248

<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>
S & S TOOL & SUPPLY, INC.		09/13/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS BANK USA, as collateral agent		
<b>Street Address:</b>	200 West Street, 16th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282-2198		
<b>Entity Type:</b>	Chartered Bank: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3114172	S AND S SUPPLIES & SOLUTIONS "WE TAKE IT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125305219		
<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>	212.530.5096		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Nathaniel T. Browand, Esq.		
<b>Address Line 1:</b>	55 Hudson Yards		
<b>Address Line 2:</b>	Milbank, LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10001-2163		
<b>ATTORNEY DOCKET NUMBER:</b>	30045.00081		
<b>NAME OF SUBMITTER:</b>	Nathaniel T. Browand		
<b>SIGNATURE:</b>	/Nathaniel T. Browand/		
<b>DATE SIGNED:</b>	09/17/2019		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of September 13, 2019, is made by the Person listed on the signature pages hereof (the “Grantor”) in favor of GOLDMAN SACHS BANK USA, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, W3 TOPCO LLC, a Delaware limited liability company and W3 HOLDCO SUB LLC, a Delaware limited liability company have entered into that certain Term Loan 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 GOLDMAN SACHS BANK USA, 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.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Cash Management Agreements by the Cash Management Banks from time to time, the Loan Parties executed and delivered that certain Security Agreement dated as of August 16, 2019 made by the Loan Parties to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, COOPER SERVICES, INC., a California corporation (“Cooper”), S & S SERVICE SOLUTIONS, INC., a California corporation (“S & S Service”), TOTAL SAFETY SUPPLIES AND SOLUTIONS, INC., a Delaware corporation (“Total Safety Supplies”), S & S TOOL & SUPPLY, INC., a California corporation (“S & S Tool”; and together with Cooper, S & S Services and Total Safety Supplies, collectively, the “Joining Parties”), joined the Security Agreement pursuant to that certain Supplement to Security Agreement dated as of September 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement Supplement”).

WHEREAS, under the terms of the Security Agreement (as modified by the Security Agreement Supplement), the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

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

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 “Collateral”): the patents and patent applications set forth in Schedule A hereto (the “Patents”);

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”);

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

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

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.

Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement 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, including, without limitation, obligations under the Grantor’s Guaranty.Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this IP Security Agreement.Execution in Counterparts. This IP Security Agreement 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 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.Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. 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 Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to Goldman Sachs Bank USA, as Collateral Agent, pursuant to this Agreement in any Collateral and the exercise of any right or remedy by Goldman Sachs Bank USA, 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 IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

S & S TOOL & SUPPLY, INC., as Grantor

By: 

Name: George Ristevski

Title: Chief Executive Officer

Address for Notices:

c/o Total Supply U.S. Inc.  
3151 Briarpark Drive, Ste. 500  
Houston, Texas 77042  
Attention: Chief Financial Officer

TRADEMARK

REEL: 006747 FRAME: 0520

GOLDMAN SACHS BANK USA, as Collateral Agent

By   
Authorized Signatory

Thomas M. Manning

Address for Notices:

200 West Street, 16<sup>th</sup> Floor  
New York, New York 10282-2198  
Attention: SBD Operations  
Email: [gs-dallas-adminagency@ny.email.gs.com](mailto:gs-dallas-adminagency@ny.email.gs.com)  
and [gssbdagencyborrowernotices@ny.email.gs.com](mailto:gssbdagencyborrowernotices@ny.email.gs.com)  
Telephone: (972) 368-2323

Schedule A

UNITED STATES PATENTS

United States Patents

None.


United States Patent Applications

None.

Schedule B

UNITED STATES TRADEMARKS

United States Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
S & S TOOL & SUPPLY, INC.	<p>S &amp; S Supplies &amp; Solutions "WE TAKE IT PERSONALLY"</p>  <p>SUPPLIES &amp; SOLUTIONS <i>We Take It Personally</i></p>	3114172

United States Trademark Applications

None.



Schedule C

UNITED STATES COPYRIGHTS

United States Copyrights

None.

United States Copyright Applications

None.