

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM674757

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TOTAL SAFETY CONSULTING, LLC		04/30/2021	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GALLAGHER BASSETT SERVICES, INC.		
<b>Street Address:</b>	2850 Golf Road		
<b>City:</b>	Rolling Meadows		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60008		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3179508		
<b>Registration Number:</b>	3126117	SSU	
<b>Registration Number:</b>	3085127	SAFETY SUPPLIES UNLIMITED	
<b>Registration Number:</b>	3254805	TSC	
<b>Registration Number:</b>	4281952	TSC	
<b>Registration Number:</b>	4658952	SSU SAFETY SUPPLIES UNLIMITED	
<b>Registration Number:</b>	5643507	TSC	
<b>Registration Number:</b>	5637102	SSU	
<b>Registration Number:</b>	5637104	TSCTA	
<b>Registration Number:</b>	5637106	TSC TRAINING ACADEMY	
<b>Registration Number:</b>	5638027	TSCMT	
<b>Registration Number:</b>	5643543	TSCSE	
<b>Registration Number:</b>	5637108	S&S	
<b>Registration Number:</b>	5637112	S&S	
<b>Registration Number:</b>	5643549	TSCFD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$390.00 3179508

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 2149813300  
**Email:** ipdocketing@sidley.com  
**Correspondent Name:** Julia M. Chester  
**Address Line 1:** 2021 McKinney Avenue, Suite 2000  
**Address Line 4:** Dallas, TEXAS 75201

<b>NAME OF SUBMITTER:</b>	Julia M. Chester
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<b>SIGNATURE:</b>	/Julia M. Chester/
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<b>DATE SIGNED:</b>	09/15/2021
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**Total Attachments: 8**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) effective April 30, 2021 (“Effective Date”) is by and between TSC NORTH AMERICA, LLC, a New York limited liability company (“HOLDING COMPANY TSC”), TSC SOUTHEAST, LLC a Florida limited liability company (“TSC SOUTHEAST”), TOTAL SAFETY CONSULTING, L.L.C., a New York limited liability company (“TSC”), TSC TRAINING ACADEMY, LLC, a New York limited liability company (“TSC TRAINING”), EH & S PROFESSIONAL STAFFING, LLC, a New York limited liability company (“EH&S”), TEMPORARY TECHNICAL STAFFING LLC, a New York limited liability company (“TTS”), TSC FIRE SAFETY CONSULTING, LLC, a New York limited liability company (“TSC FIRE”), TSC 2012, LLC, a New York limited liability company (“TSC 2012”), TSC 2014 LLC, a New York limited liability company (“TSC 2014”), TSC 2016, LLC, a New York limited liability company (“TSC 2016”) TSC 2018, LLC, a New York limited liability company (“TSC 2018”), TSC MID ATLANTIC LLC, a New Jersey limited liability company (“TSC MID ATLANTIC”), TSC PLANS & LOGISTICS, LLC, a New York limited liability company (“TSC PLANS”), TSC ONSITE MEDTECH, LLC, a New York limited liability company (“MEDTECH”) and SAFETY SUPPLIES UNLIMITED LLC, a New York limited liability company (“SSU”) (HOLDING COMPANY TSC, TSC SOUTHEAST, TSC, TSC TRAINING, EH&S, TTS, TSC FIRE, TSC 2012, TSC 2014, TSC 2016, TSC 2018, TSC MID ATLANTIC, TSC PLANS, MEDTECH and SSU are collectively referred to herein as “Assignors”, individually, a “Assignor”), having a principle business address of 751 Broadway, Bayonne, NJ 07002 and GALLAGHER BASSETT SERVICES, INC., a Delaware corporation, having a principle business address of 2850 Golf Road, Rolling Meadows, Illinois 60008 (“Assignee”). Collectively, Assignors and Assignee are referred to herein as “the Parties”.

**WHEREAS**, Assignors own the trademarks described on Schedule A attached hereto (the “Trademarks”); and

**WHEREAS**, Assignee now desires to acquire all right, title and interest in and to the Trademarks;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignors hereby sell, assign, and transfer, and Assignee accepts, all worldwide right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby, throughout the world, in the sole name of Assignee as of the Effective Date, which Assignee is a successor to that portion of the business to which the marks pertain, and which business is ongoing and existing. Assignee, its successors and assigns, will hold and enjoy all right, title and interest in and to the Trademarks, the same as would have been held and enjoyed by Assignors had this Assignment not been made.

2. Assignors confirm that it will not challenge the validity, or assist others in challenging the validity or enforceability, of the Trademarks.

3. Assignors hereby covenant and agree that they will execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of Assignee, to realize and effect the purpose of this Assignment, without additional consideration. Assignors will communicate to Assignee all facts known to it relating to the Trademarks, and do all acts necessary to assist Assignee to maintain and enforce the Trademarks, and to perform such other acts as Assignee or its successors and assigns may deem necessary from time to time to secure the rights granted herein, throughout the world.

4. Assignors hereby irrevocably constitute and appoint Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, to take any and all action and to execute any and all documents and instruments that Assignee deems necessary or desirable to accomplish the purpose of this Assignment.

5. The Parties hereto agree that this Assignment shall be submitted to the competent authority as required by applicable federal or state law for its registration. Each Party hereto shall fully cooperate with the other with regard to such registration or approval that may be required in connection with the implementation of any portion of this Assignment.

6. Any dispute, controversy or claim arising out of or relating to this Assignment, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.

7. Any amendments, modifications, alternations or supplements to this Assignment shall be made in writing to be legally effective.

8. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Delaware, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Delaware.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Assignment to be executed as of the date set forth above.

**ARTHUR J. GALLAGHER & CO.**

By: [Signature]  
Name: Jerome S. Hanner  
Title: Vice President

**GALLAGHER BASSETT SERVICES, INC.**

By: [Signature]  
Name: Jerome S. Hanner  
Title: Vice President

**TSC NORTH AMERICA, LLC**

By: \_\_\_\_\_  
Name: Elizabeth A. Bifulco  
Title: Managing Member

**TSC SOUTHEAST, LLC**

TSC North America, LLC, its Managing Member

By: \_\_\_\_\_  
Name: Elizabeth A. Bifulco  
Title: Managing Member

**TOTAL SAFETY CONSULTING, L.L.C.**

By: \_\_\_\_\_  
Name: Elizabeth A. Bifulco  
Title: Managing Member

**TSC TRAINING ACADEMY, LLC**

The Bifulco Family Trust, its Sole Member

By: \_\_\_\_\_  
Name: Jesse Bifulco  
Title: Trustee

**EH & S PROFESSIONAL STAFFING, LLC**

TSC North America, LLC, its Managing Member

By: \_\_\_\_\_  
Name: Elizabeth A. Bifulco  
Title: Managing Member

**TEMPORARY TECHNICAL STAFFING LLC**

TSC North America, LLC, its Managing Member

By: \_\_\_\_\_  
Name: Elizabeth A. Bifulco  
Title: Managing Member

**TSC FIRE SAFETY CONSULTING, LLC**

TSC North America, LLC, its Managing Member

By: \_\_\_\_\_  
Name: Elizabeth A. Bifulco  
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By: \_\_\_\_\_  
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Title: Managing Member

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TSC North America, LLC, its Managing Member

By: \_\_\_\_\_  
Name: Elizabeth A. Bifulco  
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**TSC 2016, LLC**

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By: \_\_\_\_\_  
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Title: Managing Member

**TSC 2018, LLC**

TSC North America, LLC, its Managing Member

By: \_\_\_\_\_  
Name: Elizabeth A. Bifulco  
Title: Managing Member

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Title: Vice President

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Name: Jerome S. Hanner  
Title: Vice President

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Name: Elizabeth A. Bifulco  
Title: Managing Member

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By: \_\_\_\_\_  
Name: Elizabeth A. Bifulco  
Title: Managing Member

[Signature Page to Trademark Assignment Agreement]



**SCHEDULE A**

See following pages.



## Intellectual Property Registrations

DOCKET	COUNTRY	SERIAL NUMBER	FILING DATE	PAT/TM NUMBER	ISSUE/REG DATE	TITLE
TSC- 1-TM	USA	78/616,743	26-Apr-05	3,179,508	05-Dec-06	DESIGN - CROSS & FLAME
TSC- 2-TM	USA	78/616,774	26-Apr-05	3,126,117	08-Aug-06	SSU
TSC- 3-TM	USA	78/616,794	26-Apr-05	3,085,127	25-Apr-06	SAFETY SUPPLIES UNLIMITED
TSC- 4-TM	USA	78/616,886	26-Apr-05	3,254,805	26-Jun-07	TSC
TSC- 8-CR	USA	1-734449728	06-Mar-12	Txu 1-803-107	06-Mar-12	PROJECT FIELD MANUAL
TSC- 9-TM	USA	85/612,424	30-Apr-12	4,281,952	29-Jan-13	TSC + DESIGN
TSC-10-TM	USA	86/265,050	29-Apr-14	4,658,952	23-Dec-14	SSU SAFETY SUPPLIES UNLIMITED+ design
TSC-12-TM	USA	87/941,523	30-May-18	5,643,507	01-Jan-19	TSC (LOGO)
TSC-13-TM	USA	87/888,951	23-Apr-18	5,637,102	25-Dec-18	SSU (LOGO)
TSC-14-TM	USA	87/888,984	23-Apr-18	5,637,104	25-Dec-18	TSCTA (LOGO)
TSC-15-TM	USA	87/889,010	23-Apr-18	5,637,106	25-Dec-18	TSC TRAINING ACADEMY
TSC-16-TM	USA	87/941,594	30-May-18	5,638,027	25-Dec-18	TSCMT (LOGO)
TSC-17-TM	USA	87/949,444	05-Jun-18	5,643,543	01-Jan-19	TSCSE (LOGO)
TSC-18-TM	USA	87/889,046	23-Apr-18	5,637,108	25-Dec-18	S&S (LOGO)
TSC-19-TM	USA	87/889,092	23-Apr-18	5,637,112	25-Dec-18	S&S
TSC-20-TM	USA	87/952,289	07-Jun-18	5,643,549	01-Jan-19	TSCFD (LOGO)
TSC-21A-CR	USA	1-7883904580	15-Jul-19	TX 8-769-359	30-Aug-19	40-HOUR SITE SAFETY MANAGER TRAINING MANUAL
TSC-21-CR	USA	1-7108685429	26-Nov-18	TX 8-743-231	30-Nov-18	40-HOUR SITE SAFETY MANAGER TRAINING MANUAL
TSC-22-CR	USA	1-7108685392	26-Nov-18	TX 8-746-770	26-Nov-18	40-HOUR SITE SAFETY MANAGER COURSE PRESENTATION
TSC-23-CR	USA	1-7108685465	26-Nov-18	TX 8-747-020	30-Nov-18	8-HOUR SITE SAFETY MANAGER REFRESHER COURSE PRESENTATION
TSC-24-CR	USA	1-7108685611	26-Nov-18	TX 8-748-536	30-Nov-18	NYC 8-HOUR SITE SAFETY MANAGER REFRESHER CLASS HANDOUT
TSC-25-CR	USA	1-7121285902	26-Nov-18	TX 8-747-019	26-Nov-18	4-HOUR SUPPORTED SCAFFOLD USER AND REFRESHER TRAINING COURSE PRESENTATION
TSC-26-CR	USA	1-7121286123	26-Nov-18	TX 8-701-713	30-Nov-18	4-HOUR SUPPORTED SCAFFOLD USER AND REFRESHER TRAINING MANUAL
TSC-27-CR	USA	1-7195601982	04-Dec-18	TX 8-687-170	04-Dec-18	2-HOUR DRUG AND ALCOHOL AWARENESS PRESENTATION
TSC-28-CR	USA	1-7391878152	07-Feb-19	TX 8-706-131	07-Feb-19	2-HOUR TOOL BOX TALKS SST COURSE
TSC-29-CR	USA	1-7392076579	07-Feb-19	TX 8-706-135	07-Feb-19	1-HOUR FIRST AID AND CPR SST COURSE
TSC-30-CR	USA	1-7392076685	07-Feb-19	TX 8-706-137	07-Feb-19	1-HOUR HOISTING AND RIGGING SST COURSE

TSC-31-CR	USA	1-7392076761	07-Feb-19	TX 8-706-154	07-Feb-19	1-HOUR MATERIALS HANDLING, STORAGE, USE AND DISPOSAL SST COURSE
TSC-32-CR	USA	1-7392076807	07-Feb-19	TX 8-706-145	07-Feb-19	1-HOUR ASBESTOS/LEAD AWARENESS SST COURSE
TSC-33-CR	USA	1-7392076843	07-Feb-19	TX 8-706-142	07-Feb-19	1-HOUR ERGONOMICS SST COURSE
TSC-34-CR	USA	1-7392076889	07-Feb-19	TX 8-706-148	07-Feb-19	1-HOUR STAIRWAYS AND LADDERS SST COURSE
TSC-35-CR	USA	1-7392076955	07-Feb-19	TX 8-706-151	07-Feb-19	1-HOUR TOOLS - HAND AND POWER SST COURSE
TSC-36-CR	USA	1-7392077041	07-Feb-19	TX 8-706-160	07-Feb-19	8 HR CHAPTER 33 (SITE SAFETY MANAGER RENEWAL) SST TRAINING PRESENTATION
TSC-37-CR	USA	1-7392077157	07-Feb-19	TX 8-706-163	07-Feb-19	8 HR CHAPTER 33 (SITE SAFETY MANAGER RENEWAL) SST TRAINING MANUAL