

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744587

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Total Safety U.S., Inc.		07/29/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, as collateral agent		
Street Address:	2001 Ross Avenue, Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75204		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90433411	SAFETEK SMARTMONITOR	
Serial Number:	90440624	SAFETEK WORKZONE	
Serial Number:	90440757	SAFETEK HUB360	
Serial Number:	90709811	SAFETEK EDISTRIBUTION	
Serial Number:	90710180	SAFETEK COMMUNICATIONS	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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>			
Phone:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	30045.00081		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	07/29/2022		

CH \$140.00 90433411

Total Attachments: 7

source=Term Loan IP Security Agreement - supplemental#page1.tif

source=Term Loan IP Security Agreement - supplemental#page2.tif

source=Term Loan IP Security Agreement - supplemental#page3.tif

source=Term Loan IP Security Agreement - supplemental#page4.tif

source=Term Loan IP Security Agreement - supplemental#page5.tif

source=Term Loan IP Security Agreement - supplemental#page6.tif

source=Term Loan IP Security Agreement - supplemental#page7.tif

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 July 29, 2022, is made by the Person listed on the signature pages hereof (the a “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, the Grantor has 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, under the terms of the Security Agreement, 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 have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office or the United States Copyright Office, 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 “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 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 and expenses or otherwise, including, without limitation, obligations under the Grantor's Guaranty.

Section 1.03. 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.

Section 1.04. 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.

Section 1.05. 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.

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

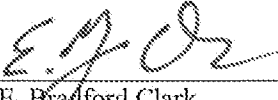
Section 1.07. Intercreditor Agreements.

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.

TOTAL SAFETY U.S., INC.

By 
Name: E. Bradford Clark
Title: Chief Executive Officer and
President

Address for Notices:

Total Safety U.S., Inc.
3151 Briarpark Drive.
Ste. 500
Houston, Texas 77042
Attn: Chief Financial Officer

GOLDMAN SACHS BANK USA, as Collateral Agent

By See Next Page
Authorized Signatory

Address for Notices:

2001 Ross Ave, Suite 2800
Dallas, Texas 75204
Attention: SBD Operations
Email: gs-dallas-adminagency@ny.email.gs.com and
gssbdagencyborrowernotices@ny.email.gs.com
Telephone: (972) 368-2323

[Signature Page to IP Security Agreement (Term Loan)]

TRADEMARK
REEL: 007806 FRAME: 0418

GOLDMAN SACHS BANK USA, as Collateral Agent



By _____
Authorized Signatory

Address for Notices:

2001 Ross Ave, Suite 2800
Dallas, Texas 75204
Attention: SBD Operations
Email: gs-dallas-adminagency@ny.email.gs.com and
gssbdagencyborrowernotices@ny.email.gs.com
Telephone: (972) 368-2323

**Schedule A
UNITED STATES PATENTS
United States Patents**

COUNTRY	TITLE	APP. DATE	APP. NO.	GRANT DATE	CASE TYPE	PATENT NO.
United States	Centralized Confined Space Monitoring System	01/17/2022	17/577,371		Utility	
United States	Smart Hub	02/19/2020	29/724,842	05/24/2022	Design	US D952,586
United States	CCSM User Interface Experience	02/19/2020	29/724,849		Design	

**Schedule B
UNITED STATES TRADEMARKS
United States Trademarks**

COUNTRY	TRADEMARK	APP. DATE	APP. NO.	REG. DATE
United States	SafeTek Smart Monitor	12/31/2020	90/433,411	--
United States	SafeTek Work Zone	12/31/2020	90/440,624	--
United States	SafeTek Hub360	12/31/2020	90/440,757	--
United States	SafeTek eDistribution	5/13/2021	90/709,811	--
United States	SafeTek Communication	5/13/2021	90/710,180	--

**Schedule C
UNITED STATES COPYRIGHTS
United States Copyrights**

None.

United States Copyright Applications

None.

TRADEMARK

REEL: 007806 FRAME: 0422

RECORDED: 07/29/2022