

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745743

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Total Safety U.S., Inc.		07/29/2022	Corporation: DELAWARE
S & S Tool & Supply, Inc.		07/29/2022	Corporation: CALIFORNIA

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: 31

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

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Property Type	Number	Word Mark
Registration Number:	3992694	TOTAL SAFETY
Registration Number:	4360883	WEBB-MURRAY
Registration Number:	4884207	TOTAL SAFETY
Registration Number:	4982437	WELLBEING OF WORKERS WORLDWIDE
Registration Number:	5469270	BUILDING HEROES. PROTECTING HEROES.
Registration Number:	4074796	AIR BOSS
Registration Number:	3114172	S AND S SUPPLIES & SOLUTIONS "WE TAKE IT
Serial Number:	87839295	W3...TO ENSURE THE SAFE WELLBEING OF WOR
Serial Number:	88042712	...TO ENSURE THE SAFE WELLBEING OF WORKE
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

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.

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: 08/03/2022

Total Attachments: 12

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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 July 29, 2022, is made by the Persons listed on the signature pages hereof (each a “Grantor” and collectively the “Grantors”) in favor of GOLDMAN SACHS BANK USA, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Note Purchase 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 Note Purchase Agreement dated as of July 29, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), with Collateral Agent and each other Purchaser (as defined therein) from time to time party thereto. Capitalized terms defined in the Note Purchase Agreement and not otherwise defined herein are used herein as defined in the Note Purchase Agreement.

WHEREAS, as a condition precedent to the issuance of the Notes by the Issuer to the Purchasers under the Note Purchase Agreement, the Grantors executed and delivered that certain Security Agreement dated as of July 29, 2022 made by the Note 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 Grantors granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of each 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 Grantors agree as follows:

Section 1.01. Grant of Security. The Grantors hereby grant to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of each 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 Grantors under this IP Security Agreement secures the payment of all Secured Obligations of each Grantor now or hereafter existing under or in respect of the Operative 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 Grantors authorize and request 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 signature page to this IP Security Agreement by facsimile transmission or electronic transmission of a .pdf copy or an executed counterpart of this Agreement shall be effective as delivery of a manually 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 Grantors 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.

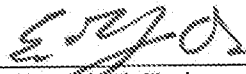
Notwithstanding anything herein to the contrary, the Liens and security interests granted to Collateral Agent, pursuant to this IP Security Agreement in any Collateral and the exercise of any right or remedy by Collateral Agent, with respect to any Collateral hereunder are subject to the provisions of (i) 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 Collateral Agent, Citizens Bank, N.A., as ABL Agent and the Issuer; and (ii) the Term Loan Intercreditor Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Term Loan Intercreditor Agreement"), among Goldman Sachs Bank USA, as Term Loan Agent, the Collateral Agent, the Issuer, the Parent and the Subsidiary Guarantors from time to time party thereto. In the event of any conflict between the terms of the ABL Intercreditor Agreement, the Term Loan Intercreditor Agreement and the terms of this IP

Security Agreement, the terms of the ABL Intercreditor Agreement or the Term Loan Intercreditor Agreement, as applicable, shall govern and control.

[signature page follows]

IN WITNESS WHEREOF, the Grantors have caused this IP Security Agreement to be duly executed and delivered by their officer thereunto duly authorized as of the date first above written.

TOTAL SAFETY U.S., INC.
S & S TOOL & SUPPLY, INC.

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

Address for Notices:

c/o Total Safety U.S., Inc.
4210 Malone Drive
Pasadena, Texas 77507
Attn: Chief Financial Officer

GOLDMAN SACHS BANK USA, as Collateral Agent

By See Next Page
Authorized Signatory

Address for Notices:

200 West Street, 16th Floor
New York, New York 10282-2198
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]

TRADEMARK

REEL: 007810 FRAME: 0948

GOLDMAN SACHS BANK USA, as Collateral Agent

By 
Authorized Signatory 

Address for Notices:

2001 Rose 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.	OWNER
United States	Safety Control Room	11/20/2014	62/082,493		Provisional		Total Safety U.S., Inc.
United States	Safety Control Room	11/20/2015	15/518,513		Utility		Total Safety U.S., Inc.
United States	Breathing Air Production and Distribution System	10/19/2010	61/394,703		Provisional		Total Safety U.S., Inc.
United States	Breathing Air Production and Distribution System	10/19/2011	13/277,036	9/23/2014	Utility	8,840,841	Total Safety U.S., Inc.
United States	Breathing Air Production and Distribution System	9/9/2014	14/491,474	11/13/2018	Utility	10,124,196	Total Safety U.S., Inc.
United States	Breathing Air System for a Facility	1/24/2005	11/042,622	3/25/2008	Utility	7,347,204	Total Safety U.S., Inc.
United States	Refinery Oxygen Hose Cleaning Apparatus and Method	7/28/2015	62/197,955		Provisional		Total Safety U.S., Inc.
United States	Refinery Oxygen Hose Cleaning Apparatus and Method	7/20/2016	15/757,626		Utility		Total Safety U.S., Inc.
United States	Refinery Oxygen Hose Cleaning Apparatus and Method	7/20/2016	PCT/US2016/043086		Utility		Total Safety U.S., Inc.
United States	Safety Monitoring System	10/7/2003	10/574,927	7/23/2013	Utility	8,493,223	Total Safety U.S., Inc.




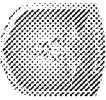




COUNTRY	TITLE	APP. DATE	APP. NO.	GRANT DATE	CASE TYPE	PATENT NO.	OWNER
United States	Centralized Confined Space Monitoring System	7/11/2018	62/696,695		Provisional		Total Safety U.S., Inc.
United States	Smart Hub	02/19/2020	29/724,842	05/24/2022	Design	D952,586	Total Safety U.S., Inc.

United States Patent Applications

COUNTRY	TITLE	APP. DATE	APP. NO.	GRANT DATE	CASE TYPE	PATENT NO.	OWNER
United States	Centralized Confined Space Monitoring System	07/10/2019	16/507,767		Utility		Total Safety U.S., Inc.
United States	Centralized Confined Space Monitoring System	01/17/2022	17/577,371		Utility		Total Safety U.S., Inc.
United States	CCSM User Interface Experience	02/19/2020	29/724,849		Design		Total Safety U.S., Inc.


Schedule B
UNITED STATES TRADEMARKS
 United States Trademarks

COUNTRY	TRADEMARK	APP. DATE	APP. NO.	REG. DATE	REG. NO.	Owner
United States	AIR COBRA 	8/01/2013	86025904	10/06/2015	4,824,694	Total Safety U.S., Inc.
United States	SOLUTIONS THAT FIT 	8/01/2013	86025925	10/06/2015	4,824,695	Total Safety U.S., Inc.
United States	TOTAL SAFETY	3/27/2013	85888315	6/03/2014	4,544,762	Total Safety U.S., Inc.
United States	TOTAL SAFETY	1/05/1999	75613881	10/03/2000	2,390,958	Total Safety U.S., Inc.
United States	TOTAL SAFETY	1/05/1999	75613880	10/31/2000	2,399,146	Total Safety U.S., Inc.
United States		7/19/1995	74703197	8/13/1996	1,993,147	Total Safety U.S., Inc.
United States		8/15/1995	74715864	8/13/1996	1,993,338	Total Safety U.S., Inc.
United States		7/14/2005	76642711	9/12/2006	3,140,994	Total Safety U.S., Inc.
United States		12/13/2010	85196222	7/12/2011	3,993,589	Total Safety U.S., Inc.
United States		12/13/2010	85196421	7/12/2011	3,993,602	Total Safety U.S., Inc.
United States		10/06/2011	8/440479	6/19/2012	4,160,534	Total Safety U.S., Inc.

COUNTRY	TRADEMARK	APP. DATE	APP. NO.	REG. DATE	REG. NO.	Owner
United States		12/13/2010	85196629	7/12/2011	3,993,621	Total Safety U.S., Inc.
United States		12/13/2010	85196304	7/12/2011	3,993,596	Total Safety U.S., Inc.
United States		10/13/2010	85151445	7/12/2011	3,992,698	Total Safety U.S., Inc.
United States		10/06/2011	85440469	6/19/2012	4,160,532	Total Safety U.S., Inc.
United States		10/13/2010	85151421	7/12/2011	3,992,696	Total Safety U.S., Inc.
United States		10/13/2010	85151373	7/05/2011	3,988,922	Total Safety U.S., Inc.
United States		10/13/2010	85151288	7/12/2011	3,992,694	Total Safety U.S., Inc.
United States	WEBB-MURRAY	11/01/2012	85769044	7/02/2013	4,360,883	Total Safety U.S., Inc.
United States		12/02/2014	86469274	1/12/2016	4,884,207	Total Safety U.S., Inc.

COUNTRY	TRADEMARK	APP. DATE	APP. NO.	REG. DATE	REG. NO.	Owner
United States	Wellbeing of Workers Worldwide	9/28/2015	86770185	6/21/2016	4,982,437	Total Safety U.S., Inc.
United States	Building HEROES, Protecting HEROES.	10/12/2017	87642748	5/15/2018	5469270	Total Safety U.S., Inc.
United States	AIR BOSS	05/17/2010	85040346	12/20/2011	4074796	Total Safety U.S., Inc.
United States	S AND S SUPPLIES & SOLUTIONS "WE TAKE IT PERSONALLY"	7/7/2005	78665954	7/11/2006	3114172	S & S Tool & Supply, Inc.

United States Trademark Applications

COUNTRY	TRADEMARK	APP. DATE	APP. NO.	REG. DATE	REG. NO.	Owner
United States	 W&I Member of Safety Solutions to ensure the safe Wellbeing of Workers Worldwide	3/19/2018	87839295	--	--	Total Safety U.S., Inc.
United States	Safetytek Smart Monitor	12/31/2020	90/433,411	--	--	Total Safety U.S., Inc.
United States	Safetytek Work Zone	12/31/2020	90/440,624	--	--	Total Safety U.S., Inc.

COUNTRY	TRADEMARK	APP. DATE	APP. NO.	REG. DATE	REG. NO.	Owner
United States	SafeTek Hub360	12/31/2020	90/440,757	--	--	Total Safety U.S., Inc.
United States	SafeTek eDistribution	5/13/2021	90/709,811	--	--	Total Safety U.S., Inc.
United States	SafeTek Communication	5/13/2021	90/710,180	--	--	Total Safety U.S., Inc.

Schedule C
UNITED STATES COPYRIGHTS
United States Copyrights

<u>Copyright</u>	<u>Date</u>	<u>Registration Number</u>	<u>Company/Subsidiary</u>
Total Safety Colored Mosaic Badge	4/23/2009	V/Au1006757	Total Safety U.S., Inc.
Total Safety Turnaround best practices	2/8/2006	TXu1293682	Total Safety U.S., Inc.
High- Pressure Breathing Air Loop System	5/12/2008	VA1726855	Total Safety U.S., Inc.
H2S Gas Detector Distribution, Management and Maintenance Plan	5/13/2008	TXu1634329	Total Safety U.S., Inc.
Instrument Management and Maintenance Program	5/13/2008	TXu1634332	Total Safety U.S., Inc.
Assignment / Replacement Form	5/12/2008	TXu1674733	Total Safety U.S., Inc.
The abc's of Hydrogen Sulfide (H2S)	4/13/2009	V/Au998577	Total Safety U.S., Inc.

United States Copyright Applications

None.

TRADEMARK

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RECORDED: 08/03/2022