

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418883

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOTAL SAFETY U.S., INC.		03/08/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A.		
Street Address:	1215 SUPERIOR AVENUE		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44144		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
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	
Registration Number:	3992694	TOTAL SAFETY	
Registration Number:	4360883	WEBB-MURRAY	

OP \$540.00 4824694

Property Type	Number	Word Mark
Registration Number:	4884207	TOTAL SAFETY
Registration Number:	4982437	WELLBEING OF WORKERS WORLDWIDE

CORRESPONDENCE DATA

Fax Number:

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.

Email: ELIZABETH.BURKHARD@HKLAW.COM

Correspondent Name: HOLLAND & KNIGHT LLP

Address Line 1: 10 ST. JAMES AVE.

Address Line 2: 11TH FLOOR

Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	123446.00017
NAME OF SUBMITTER:	LAURA O'BRIEN
SIGNATURE:	/LAURA O'BRIEN/
DATE SIGNED:	03/08/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT, dated as of March 8, 2017 (this “Agreement”), among TOTAL SAFETY U.S., INC. (the “Grantor”) and CITIZENS BANK, N.A., as administrative agent (in such capacity, the “Administrative Agent”) and as collateral agent (in such capacity, “Collateral Agent”).

Reference is made to that certain Loan, Security and Guaranty Agreement (as amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the “Loan Agreement”), dated as of March 8, 2017, by and among Grantor, W3 TOPCO LLC, a Delaware limited liability company (“W3”; and together with Grantor, individually a “Borrower” and collectively, jointly and severally, “Borrowers”), W3 HOLDCO SUB LLC, a Delaware limited liability company (“Parent”), certain subsidiaries of Parent that are party thereto as Guarantors, Administrative Agent and Collateral Agent and each Lender party thereto. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Loan Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Loan Agreement. The rules of construction specified in Section 1.3 of the Loan Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to Section 6.1 of the Loan Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of itself and the Lenders, a security interest (the “Security Interest”) in, and a continuing lien on, all of such Grantor’s right, title and interest in, to and under all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, design and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule I hereto; (ii) all extensions or renewals of any of the foregoing; (iii) all of the goodwill of the business association with the use of and symbolized by the foregoing; (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or any injury to goodwill; and (v) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

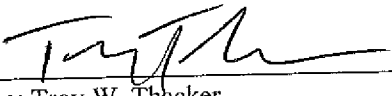
SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, and all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

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

By: 
Name: Troy W. Thacker
Title: President and Chief Executive Officer

**CITIZENS BANK, N.A., as Administrative Agent
and Collateral Agent**

By: _____
Name: John R. Corley
Title: Director

[Signature Page to Trademark Security Agreement]

#49761302

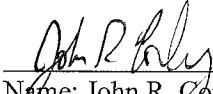
**TRADEMARK
REEL: 006006 FRAME: 0036**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

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

By: _____
Name: _____
Title: _____

**CITIZENS BANK, N.A., as Administrative Agent
and Collateral Agent**

By:  _____
Name: John R. Corley
Title: Director

Schedule I

TRADEMARKS*Trademark Registrations*

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
AIR COBRA	United States	4,824,694	10/06/2015	Total Safety U.S., Inc.
AIR COBRA TOTAL SAFETY & Design	United States	4,824,695	10/06/2015	Total Safety U.S., Inc.
SOLUTIONS THAT FIT	United States	4,544,762	06/03/2014	Total Safety U.S., Inc.
TOTAL SAFETY	United States	2,390,958	10/3/2000	Total Safety U.S., Inc.
TOTAL SAFETY	United States	2,399,146	10/31/2000	Total Safety U.S., Inc.
TOTAL SAFETY Stacked Globe Design	United States	1,993,147	8/13/1996	Total Safety U.S., Inc.
TOTAL SAFETY Stacked Globe Design	United States	1,993,338	8/13/1996	Total Safety U.S., Inc.
W3 (Stylized)	United States	3,140,994	9/12/2006	Total Safety U.S., Inc.
AIR & Design (Badge)	United States	3,993,589	7/12/2011	Total Safety U.S., Inc.
COMM & Design (Badge)	United States	3,993,602	7/12/2011	Total Safety U.S., Inc.
EHS & Design (Badge)	United States	4,160,534	6/19/2012	Total Safety U.S., Inc.
FIRE & Design (Badge)	United States	3,993,621	7/12/2011	Total Safety U.S., Inc.
G A S & Design (Badge)	United States	3,993,596	7/12/2011	Total Safety U.S., Inc.
IH & Design (Badge)	United States	3,992,698	7/12/2011	Total Safety U.S., Inc.
MEDICAL & Design (Badge)	United States	4,160,532	6/19/2012	Total Safety U.S., Inc.
PERSONNEL & Design (Badge)	United States	3,992,696	7/12/2011	Total Safety U.S., Inc.
SAFETY & Design (Badge)	United States	3,988,922	7/5/2011	Total Safety U.S., Inc.
TOTAL SAFETY & Design (Badge)	United States	3,992,694	7/12/2011	Total Safety U.S., Inc.
WEBB- MURRAY	United States	4,360,883	7/2/2013	Total Safety U.S., Inc.
TOTAL SAFETY & Design	United States	4,884,207	1/12/2016	Total Safety U.S., Inc.
Wellbeing of Workers Worldwde	United States	4,982,437	6/23/2016	Total Safety U.S., Inc.

[Schedule I to Trademark Security Agreement]

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Trademark Applications

None.

[Schedule I to Trademark Security Agreement]

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RECORDED: 03/08/2017

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