

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540901

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S & S Tool & Supply, Inc.		09/13/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	600 Washington Blvd.		
Internal Address:	Attn: Kenneth Wales		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3114172	S AND S SUPPLIES & SOLUTIONS "WE TAKE IT"	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,alyssa.keon@hklaw.com,Richard.Sparr@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	09/16/2019		
Total Attachments: 8			
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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 CITIZENS BANK, N.A, as administrative agent and as collateral agent (in such capacity, and together with any successor in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, the Loan Parties have entered into that certain Second Amended and Restated Loan and Guaranty Agreement dated as of August 16, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among W3 TOPCO LLC, a Delaware limited liability company ("W3"), TOTAL SAFETY U.S., INC., a Delaware corporation ("Total Safety U.S."), TOTAL SAFETY ON-SITE SAFETY SERVICES, INC., a Delaware corporation ("Onsite"), SPRINT SAFETY, INC., a Delaware corporation (and successor-by-merger with TS/Sprint Acquisition, Inc.) ("Sprint Safety"); and together with W3, Total Safety U.S., Onsite, and each other Person joined thereto as a "U.S. Borrower", individually a "U.S. Borrower" and collectively, jointly and severally, "U.S. Borrowers"), TSS TOTAL SAFETY SERVICES INC., a British Columbia corporation ("Canadian Borrower"), TOTAL SAFETY BVBA, a private limited liability company incorporated and existing under the laws of Belgium, having its registered office at Meerkensstraat 61, 3650 Dilsen-Stokkem, Belgium, and registered under number RPR Antwerp 0456.291.661 (division Tongeren) ("Belgian Borrower"), TOTAL SAFETY B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its statutory seat (*statutaire zetel*) in Rotterdam, the Netherlands and its registered office at Moezelweg 136F, 3198 LS, Europoort Rotterdam, the Netherlands, registered with the Chamber of Commerce (*Kamer van Koophandel*) under number 24322870 ("Dutch Borrower"), TOTAL SAFETY GMBH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) ("German Borrower" and, together with the U.S. Borrowers, the Canadian Borrower, the Belgian Borrower and the Dutch Borrower, the "Borrowers" and each, a "Borrower"), W3 HOLDCO SUB LLC, a Delaware limited liability company ("Parent"), CERTAIN SUBSIDIARIES OF PARENT PARTY THERETO, as Guarantors, the Lenders party thereto and Collateral Agent. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement (as defined below), as applicable.

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 Credit Agreement pursuant to that certain Joinder Agreement dated as of September 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Joinder Agreement"), with Collateral Agent, and each other Lender from time to time party thereto.

WHEREAS, Borrowers, Joining Parties and Parent entered into that certain First Amendment to Second Amended and Restated Loan and Guaranty Agreement dated as of September 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Amendment"), with Agent, and each other Lender from time to time party thereto.

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 Second Amended and Restated ABL Security Agreement dated as of August 16,

2019 made by the applicable Loan Parties to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, as a condition precedent to the effectiveness of the First Amendment, the Grantor has executed and delivered that certain Supplement to Second Amended and Restated ABL Security Agreement and Second Amended and Restated ABL Pledge Agreement dated as of September 13, 2019 made by the Joining Parties to the Collateral Agent (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:

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 U.S. Guaranty Agreement.

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 Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to Citizens Bank, N.A., as Collateral Agent, pursuant to this Agreement in any Collateral and the exercise of any right or remedy by Citizens Bank, N.A., 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., a California corporation
as Grantor

By: 
Name: George Risteveski
Title: Chief Executive Officer

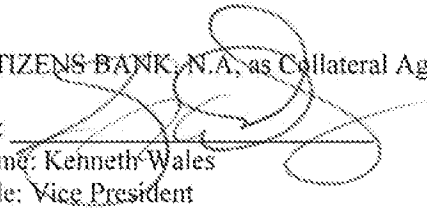
Address for Notices:

3151 Briarpark Drive, Ste. 500
Houston, Texas 77042
Attention: Chief Financial Officer

[Signature Page to IP Security Agreement.]

#76070717

CITIZENS BANK, N.A. as Collateral Agent

By: 
Name: Kenneth Wales
Title: Vice President

Address for Notices:

600 Washington Blvd.
Stamford, CT 06901
Attention: Kenneth Wales

{Signature Page to ABL IP Security Agreement}

TRADEMARK
REEL: 006746 FRAME: 0358

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.	S & S Supplies & Solutions "WE TAKE IT PERSONALLY"  SOLUTIONS <i>"We Take It Personally"</i>	3114172

United States Trademark Applications

None.

Schedule C

UNITED STATES COPYRIGHTS

United States Copyrights

None.

United States Copyright Applications

None.