

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4309510

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	TOTAL SAFETY U.S., INC.	03/08/2017
RECEIVING PARTY DATA		
Name:	CITIZENS BANK, N.A.	
Street Address:	1215 SUPERIOR AVENUE	
City:	CLEVELAND	
State/Country:	OHIO	
Postal Code:	44144	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Patent Number:	8840841	
Patent Number:	7347204	
Patent Number:	9493223	
Application Number:	14491474	
Application Number:	62197955	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
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: 5		
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PATENT

REEL: 041507 FRAME: 0839

PATENT 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, 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 Borrower 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 continuing lien on, all of such Grantor's right, title and interest in, to and under all United States patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in Schedule I hereto; (ii) all reissues, revisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Patent Collateral"). This Agreement is not to be construed as an assignment of any patent or patent application.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents 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.

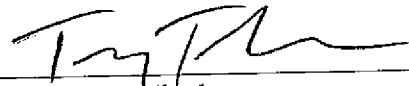
SECTION 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The rights and remedies of each party hereto with respect to

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**

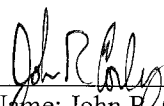
By: _____
Name: John R. Corley
Title: Director

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

[Signature Page to Patent Security Agreement]

#49761537

PATENT
REEL: 041507 FRAME: 0843

Schedule I

PATENTS*Patent Registrations*

<u>Title</u>	<u>Jurisdiction</u>	<u>Patent Number</u>	<u>Issuance Date</u>	<u>Owner</u>
BREATHING AIR PRODUCTION AND DISTRIBUTION SYSTEM	United States	8,840,841	9/23/2014	Total Safety U.S., Inc.
BREATHING AIR PRODUCTION AND FILTRATION SYSTEM	United States	14/491,474	3/12/2015	Total Safety U.S., Inc.
BREATHING AIR SYSTEM FOR A FACILITY	United States	7,347,204	3/25/2008	Total Safety U.S., Inc.
REFINERY OXYGEN HOSE CLEANING APPARATUS AND METHOD	United States	62/197,955	7/28/2015	Total Safety U.S., Inc.
SAFETY MONITORING SYSTEM	United States	9,493,223	7/23/2013	Total Safety U.S., Inc.

Patent Applications

None.

[Schedule I to Patent Security Agreement]

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RECORDED: 03/08/2017**PATENT
REEL: 041507 FRAME: 0844**