

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5678724

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TOTAL SAFETY U.S., INC.	08/16/2019
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT
Street Address:	200 WEST STREET, 16TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282-2198
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	8840841
Patent Number:	10124196
Patent Number:	7347204
Patent Number:	8493223
Application Number:	62082493
Application Number:	15518513
Application Number:	61394703
Application Number:	62197955
Application Number:	15757626
Application Number:	62696695
Application Number:	16507767
PCT Number:	US2016043086
CORRESPONDENCE DATA	
Fax Number:	(202)835-7586
<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

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Address Line 4: WASHINGTON, D.C. 20006	
ATTORNEY DOCKET NUMBER:	30045.00081
NAME OF SUBMITTER:	JAVIER J. RAMOS
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	08/21/2019
Total Attachments: 11 source=17. Total Safety - Term Loan IP Security Agreement (Executed)#page1.tif source=17. Total Safety - Term Loan IP Security Agreement (Executed)#page2.tif source=17. Total Safety - Term Loan IP Security Agreement (Executed)#page3.tif source=17. Total Safety - Term Loan IP Security Agreement (Executed)#page4.tif source=17. Total Safety - Term Loan IP Security Agreement (Executed)#page5.tif source=17. Total Safety - Term Loan IP Security Agreement (Executed)#page6.tif source=17. Total Safety - Term Loan IP Security Agreement (Executed)#page7.tif source=17. Total Safety - Term Loan IP Security Agreement (Executed)#page8.tif source=17. Total Safety - Term Loan IP Security Agreement (Executed)#page9.tif source=17. Total Safety - Term Loan IP Security Agreement (Executed)#page10.tif source=17. Total Safety - Term Loan IP Security Agreement (Executed)#page11.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 August 16, 2019, 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, 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 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.

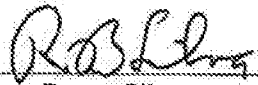
Section 1.07. Intercreditor Agreements.

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., as Grantor

By: 
Name: Roger Silva
Title: CFO

Address for Notices:

3151 Briarpark Drive
Suite 300
Houston, Texas 77042
Attention: Chief Financial Officer

Telephone:
Facsimile No.:

TOTAL SAFETY ON-SITE SAFETY SERVICES,
INC., as Grantor

By: 
Name: Roger Silva
Title: Vice President


Address for Notices:

3151 Briarpark Drive
Suite 300
Houston, Texas 77042
Attention: Chief Financial Officer

Telephone:
Facsimile No.:

[Signature Page to First Lien Term Loan IP Security Agreement]

GOLDMAN SACHS BANK USA,
as Collateral Agent

By 
Authorized Signatory

Thomas M. Manning
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 First Lien Term Loan IP Security Agreement]

PATENT
REEL: 050114 FRAME: 0025

Schedule A
UNITED STATES PATENTS
United States Patents

DOCKET NUMBER	COUNTRY	TITLE	APP. DATE	APP. NO.	GRANT DATE	CASE TYPE	PATENT NO.	CURRENT STATUS	OWNER
003001	United States	Safety Control Room	11/20/2014	62/082,493		Provisional		Expired	Total Safety U.S., Inc.
003002	United States	Safety Control Room	11/20/2015	15/518,513		Utility		Response to Non-Final Rejection OA filed 7/17/2019. Awaiting next PTO correspondence.	Total Safety U.S., Inc.
004000	United States	Breathing Air Production and Distribution System	10/19/2010	61/394,703		Provisional		Expired	Total Safety U.S., Inc.
004001	United States	Breathing Air Production and Distribution System	10/19/2011	13/277,036	9/23/2014	Utility	8,840,841	Granted – Next Annunity due 3/23/2022	Total Safety U.S., Inc.
004002	United States	Breathing Air Production and Distribution System	9/9/2014	14/491,474	11/13/2018	Utility	10,124,196	Granted – First Annunity due 4/13/2022	Total Safety U.S., Inc.
005001	United States	Breathing Air System for a Facility	1/24/2005	11/042,622	3/25/2008	Utility	7,347,204	Granted – Next Annunity due 9/25/2019	Total Safety U.S., Inc.
006001	United States	Refinery Oxygen Hose Cleaning Apparatus and Method	7/28/2015	62/197,955		Provisional		Expired	Total Safety U.S., Inc.
006002	United States	Refinery Oxygen Hose Cleaning Apparatus and Method	7/20/2016	15/757,626		Utility		Published as of 8/16/2018. Awaiting next PTO correspondence.	Total Safety U.S., Inc.
006W01	United States	Refinery Oxygen Hose Cleaning Apparatus and Method	7/20/2016	PCT/US2016/043086		Utility		Expired	Total Safety U.S., Inc.
007001	United States	Retractable Pilot, Follower And Ignitor				Utility		Abandoned per 5/18/2015 instructions.	Total Safety U.S., Inc.
008001	United States	Safety Monitoring System	10/7/2003	10/574,927	7/23/2013	Utility	8,493,223	Granted – Next Annunity due 1/23/2021	Total Safety U.S., Inc.
010001	United States	Centralized Confined Space Monitoring System	7/11/2018	62/696,695		Provisional		Expired	Total Safety U.S., Inc.

PATENT






United States Patent Applications

DOCKET NUMBER	COUNTRY	TITLE	APP. DATE	APP. NO.	GRANT DATE	CASE TYPE	PATENT NO.	CURRENT STATUS	OWNER
010002	United States	Centralized Confined Space Monitoring System	07/10/2019	16/507,767		Utility		Pending - Filed	Total Safety U.S., Inc.

PATENT









REEL: 050114 FRAME: 0027

Schedule B
UNITED STATES TRADEMARKS
United States Trademarks

DOCKET NUMBER	COUNTRY	TRADEMARK	APP. DATE	APP. NO.	REG. DATE	CLASS	REG. NO.	CURRENT STATUS	Owner
002001	United States	AIR COBRA	8/01/2013	86025904	10/06/2015	009; 037	4,824,694	REGISTERED Declaration of Use and Incontestability Due: 10/06/2021	Total Safety U.S., Inc.
003001	United States		8/01/2013	86025925	10/06/2015	009; 037	4,824,695	REGISTERED Declaration of Use and Incontestability Due: 10/06/2021	Total Safety U.S., Inc.
004001	United States	SOLUTIONS THAT FIT	3/27/2013	85888315	6/03/2014	035; 037; 041; 042; 045	4,544,762	REGISTERED Declaration of Use and Incontestability Due: 6/03/2020	Total Safety U.S., Inc.
005001	United States	TOTAL SAFETY	1/05/1999	75613881	10/03/2000	009	2,390,958	REGISTERED Renewal Due: 10/03/2020	Total Safety U.S., Inc.
005002	United States	TOTAL SAFETY	1/05/1999	75613880	10/31/2000	037; 041; 042	2,399,146	REGISTERED Renewal Due: 10/31/2020	Total Safety U.S., Inc.
006001	United States		7/19/1995	74703197	8/13/1996	037	1,993,147	REGISTERED Renewal Due: 8/13/2026	Total Safety U.S., Inc.
006002	United States		8/15/1995	74715864	8/13/1996	009	1,993,338	REGISTERED Renewal Due: 8/13/2026	Total Safety U.S., Inc.
007001	United States		7/14/2005	76642711	9/12/2006	045	3,140,994	REGISTERED Renewal Due: 9/12/2026	Total Safety U.S., Inc.
008001	United States		12/13/2010	85196222	7/12/2011	009; 037	3,993,589	ABANDONED Per client instructions	Total Safety U.S., Inc.
009001	United States		12/13/2010	85196421	7/12/2011	009; 037	3,993,602	ABANDONED Per client instructions	Total Safety U.S., Inc.


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REEL: 050114 FRAME: 0028


DOCKET NUMBER	COUNTRY	TRADEMARK	APP. DATE	APP. NO.	REG. DATE	CLASS	REG. NO.	CURRENT STATUS	Owner
010001	United States		10/06/2011	8/440479	6/19/2012	035; 041; 042	4,160,534	ABANDONED Per client instructions	Total Safety U.S., Inc.
011001	United States		12/13/2010	85196629	7/12/2011	009; 037	3,993,621	ABANDONED Per client instructions	Total Safety U.S., Inc.
012001	United States		12/13/2010	85196304	7/12/2011	009; 037	3,993,596	ABANDONED Per client instructions	Total Safety U.S., Inc.
013001	United States		10/13/2010	85151445	7/12/2011	037; 042	3,992,698	ABANDONED Per client instructions	Total Safety U.S., Inc.
014001	United States		10/06/2011	85440469	6/19/2012	035; 044	4,160,532	ABANDONED Per client instructions	Total Safety U.S., Inc.
015001	United States		10/13/2010	85151421	7/12/2011	035	3,992,696	ABANDONED Per client instructions	Total Safety U.S., Inc.
016001	United States		10/13/2010	85151373	7/05/2011	037; 041	3,988,922	ABANDONED Per client instructions	Total Safety U.S., Inc.
017001	United States		10/13/2010	85151288	7/12/2011	035; 037; 041	3,992,694	ABANDONED Per client instructions	Total Safety U.S., Inc.
018001	United States	WEBB-MURRAY	11/01/2012	85769044	7/02/2013	037	4,360,883	REGISTERED Declaration of Use and Incontestability Due: 7/02/2019	Total Safety U.S., Inc.

PATENT

REEL: 050114 FRAME: 0029

DOCKET NUMBER	COUNTRY	TRADEMARK	APP. DATE	APP. NO.	REG. DATE	CLASS	REG. NO.	CURRENT STATUS	Owner
020001	United States	 TOTAL SAFETY	12/02/2014	86469274	1/12/2016	009; 035; 037; 041; 042; 045	4,884,207	REGISTERED Declaration of Use and Incontestability Due: 1/12/2022	Total Safety U.S., Inc.
021001	United States	Wellbeing of Workers Worldwide	9/28/2015	86770185	6/21/2016	037; 042	4,982,437	REGISTERED Declaration of Use and Incontestability Due: 6/21/2022	Total Safety U.S., Inc.
030001	United States	PROVISION	--	--	--		--	ABANDONED Per Client Instruction	Total Safety U.S., Inc.
031001	United States	Building HEROES. Protecting HEROES.	10/12/2017	87642748	5/15/2018	037; 041; 042	5469270	REGISTERED Renewal Due: May 15, 2024	Total Safety U.S., Inc.
037001	United States	SMARTGRAB						ABANDONED Per Client Instruction	Total Safety U.S., Inc.
038001	United States	SMART MONITORING SOLUTION						ABANDONED Per Client Instruction	Total Safety U.S., Inc.
	United States	AIR BOSS	05/17/2010	85040346	12/20/2011		4074796	Registered	Total Safety U.S., Inc.
	United States	SAFEWATCH	---	---	---	-	---	Unregistered	Total Safety U.S., Inc.

United States Trademark Applications

DOCKET NUMBER	COUNTRY	TRADEMARK	APP. DATE	APP. NO.	REG. DATE	CLASS	REG. NO.	CURRENT STATUS	Owner
035001	United States	 W ...to Empower the Safe Wellbeing of Workers Worldwide	3/19/2018	87839295	--	037; 045	--	FILED; PENDING	Total Safety U.S., Inc.
041001	United States	...to ensure the safe Wellbeing of Workers Worldwide	07/18/2018	88042712	--	037; 041; 042; 045	--	FILED; PENDING	Total Safety U.S., Inc.

PATENT

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	VAu1006757	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	VAu998577	Total Safety U.S., Inc.

United States Copyright Applications

None.