

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7467760

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
SEQUENCE:	2	
CONVEYING PARTY DATA		
	Name	Execution Date
	TOTAL SAFETY U.S., INC.	07/29/2022
	S & S TOOL & SUPPLY, INC.	07/29/2022
RECEIVING PARTY DATA		
Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT	
Street Address:	2001 ROSE AVENUE, SUITE 2800	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75204	
PROPERTY NUMBERS Total: 15		
Property Type	Number	
Patent Number:	8840841	
Patent Number:	10124196	
Patent Number:	7347204	
Patent Number:	8493223	
Patent Number:	D952586	
Application Number:	62082493	
Application Number:	15518513	
Application Number:	61394703	
Application Number:	62197955	
Application Number:	15757626	
Application Number:	62696695	
Application Number:	16507767	
Application Number:	17577371	
Application Number:	29724849	
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</i>		
PATENT		

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]

PATENT
REEL: 060712 FRAME: 0592

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/US20 16/043086		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.




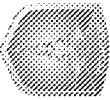




COUNTRY	TITLE	APP. DATE	APP. NO.	GRANT DATE	CASE TYPE	PATENT NO.	OWNER
United States	Centralized Confined Space Monitoring System	7/11/2018	62/696,695		Provisional		Total Safety U.S., Inc.
United States	Smart Hub	02/19/2020	29/724,842	05/24/2022	Design	D952,586	Total Safety U.S., Inc.

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		8/01/2013	86025925	10/06/2015	4,824,695	Total Safety U.S., Inc.
United States	SOLUTIONS THAT FIT	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	 TOTAL SAFETY	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		3/19/2018	87839295	--	--	Total Safety U.S., Inc.
United States	to ensure the safe Wellbeing of Workers Worldwide	07/18/2018	88042712	--	--	Total Safety U.S., Inc.
United States	Safetex Smart Monitor	12/31/2020	90/433,411	--	--	Total Safety U.S., Inc.
United States	Safetex 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.

PATENT

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Schedule C
UNITED STATES COPYRIGHTS
United States Copyrights

Copyright	Date	Registration Number	Company/Subsidiary
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	V/A1726855	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.

PATENT

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RECORDED: 08/03/2022