

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		10/28/2011	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Total Safety U.S., Inc.		
Street Address:	11111 Wilcrest Green Drive		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77042		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1993147	TOTAL SAFETY	
Registration Number:	1993338	TOTAL SAFETY	
Registration Number:	2390958	TOTAL SAFETY	
Registration Number:	2399146	TOTAL SAFETY	
Registration Number:	3140994	W3	
CORRESPONDENCE DATA			
Fax Number:	(212)728-8111		
Phone:	(212)728-8000		
Email:	ipdept@willkie.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Kim A. Walker		
Address Line 1:	787 Seventh Avenue		
Address Line 2:	Willkie Farr & Gallagher LLP		
Address Line 4:	New York, NEW YORK 10019		

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ATTORNEY DOCKET NUMBER:	117495.00120 K. WALKER
NAME OF SUBMITTER:	Kim A. Walker
Signature:	/kaw-907/
Date:	11/01/2011
Total Attachments: 4 source=creditswisstotalsafetyrelease#page1.tif source=creditswisstotalsafetyrelease#page2.tif source=creditswisstotalsafetyrelease#page3.tif source=creditswisstotalsafetyrelease#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (this "Termination and Release"), dated as of October 28, 2011, is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (f/k/a Credit Suisse, Cayman Islands Branch), as collateral agent (the "Agent") for certain banks and other financial institutions or entities (the "Lenders"), from time to time parties to the Credit Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, in connection with that certain First Lien Credit Agreement, dated as of December 8, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Credit Agreement) between Total Safety U.S., Inc., a Delaware corporation, as borrower (the "Obligor"), T.S. Midco, Inc., a Delaware corporation, the lenders party thereto, Credit Suisse AG, Cayman Islands Branch (f/k/a Credit Suisse, Cayman Islands Branch), as administrative agent for such lenders (in such capacity, the "Agent") and Credit Suisse Securities (USA) LLC, Obligor and certain of its Subsidiaries executed and delivered a First Lien Guarantee and Collateral Agreement, dated December 8, 2006, in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, a lien on and security interest (the "Security Interest") was granted by the Obligor to the Agent, for the benefit of the Agent and the Lenders, in certain collateral, including the intellectual property listed on Schedule A hereto and other Intellectual Property Collateral (as defined in the IP Security Agreement referenced below); and for the purpose of recording such Security Interest with respect to the Intellectual Property Collateral with the United States Patent and Trademark Office and the United States Copyright Office, the Obligor and the Agent entered into that certain First Lien Intellectual Property Security Agreement, dated December 8, 2006 (the "IP Security Agreement").

WHEREAS, the IP Security Agreement was recorded in the United States Copyright Office on December 13, 2006, at Volume 3546 and Page 494 with respect to United States copyrights.

WHEREAS, the IP Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 8, 2006, at Reel 3441 and Frame 0366 with respect to United States trademark registrations and applications.

WHEREAS, in connection with that certain Pay-Off Letter between the Agent and the Borrowers, dated on or about the date hereof, the Agent now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Release of Security Interest. The Agent hereby terminates, releases and discharges the Security Interest in the Intellectual Property Collateral, and any right, title or interest of the Agent in such Intellectual Property Collateral pursuant to the Security Interest shall hereby cease and become void.

2. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably requested by the Obligor to effect the release of the Security Interest contemplated hereby.


3. Recordation. The Agent authorizes and requests that the United States Commissioner for Patents, the United States Commissioner for Trademarks and any other applicable government officer record this Termination and Release.

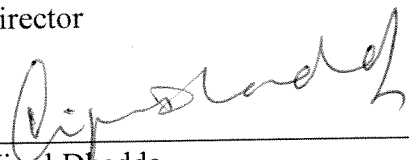
4. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Intellectual Property Rights by its duly authorized officer as of the date first above written.

CREDIT SUISSE AG,
CAYMAN ISLANDS BRANCH, (f/k/a Credit
Suisse, Cayman Islands Branch), as Collateral
Agent

By: 
Name: Mikhail Faybusovich
Title: Director

By: 
Name: Vipul Dhadda
Title: Associate

Schedule A

U.S. INTELLECTUAL PROPERTY REGISTRATIONS

Copyrights

Copyrights and Licenses	Filing Date	Registration No.	Registered Owner
Total Safety Turnaround Best Practices	Feb. 8, 2006	Txu-1-293-682	Total Safety U.S., Inc.

Trademarks

Trademarks and Licenses	Registration Date	Registration No.	Registered Owner
Total Safety	Aug. 31, 1996	1,993,147	Total Safety U.S., Inc.
Total Safety	Aug. 31, 1996	1,993,338	Total Safety U.S.
TOTAL SAFETY	Oct. 3, 2000	2,390,958	Total Safety U.S.
TOTAL SAFETY	Oct. 31, 2000	2,399,146	Total Safety U.S.
W3	Sept. 12, 2006	3,140,994	Total Safety U.S.