

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353666

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Total Safety U.S., Inc.		08/31/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	86025904	AIR COBRA	
Serial Number:	86025925	AIR COBRA TOTAL SAFETY	
Registration Number:	4544762	SOLUTIONS THAT FIT	
Registration Number:	2390958	TOTAL SAFETY	
Registration Number:	2399146	TOTAL SAFETY	
Registration Number:	1993147	TOTAL SAFETY	
Registration Number:	1993338	TOTAL SAFETY	
Registration Number:	3140994	W3	
Registration Number:	3993589	AIR	
Registration Number:	3993602	COMM	
Registration Number:	4160534	EHS	
Registration Number:	3993621	FIRE	
Registration Number:	3993596	G A S	
Registration Number:	3992698	IH	
Registration Number:	4160532	MEDICAL	
Registration Number:	3992696	PERSONNEL	
Registration Number:	3988922	SAFETY	
Registration Number:	3992694	TOTAL SAFETY	
Registration Number:	4360883	WEBB-MURRAY	

CH \$515.00 86025904

Property Type	Number	Word Mark
Serial Number:	86469274	TOTAL SAFETY

CORRESPONDENCE DATA

Fax Number: 2125935955

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.

Phone: (212) 756-2132

Email: scott.kareff@srz.com

Correspondent Name: Scott Kareff

Address Line 1: Schulte Roth & Zabel, 919 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	066268.0013
NAME OF SUBMITTER:	Scott Kareff
SIGNATURE:	/RS for SK/
DATE SIGNED:	09/02/2015

Total Attachments: 6

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EXECUTION COPY

TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2015 (this "Agreement"), among TOTAL SAFETY U.S., INC. (the "Grantor") and DEUTSCHE BANK TRUST COMPANY AMERICAS, as agent (in such capacity, the "Agent").

Reference is made to (a) the Note Purchase Agreement dated as of August 31, 2015 (as amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Note Purchase Agreement"), among W3 PARENT CO., a Delaware corporation ("Holdings"), W3 CO., a Delaware corporation (the "Issuer"), the purchasers from time to time party thereto (together with any permitted successors and assigns, the "Purchasers") and the Agent, and (b) the Collateral Agreement dated of even date with the Note Purchase Agreement (as amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Collateral Agreement"), among the Issuer, the other grantors from time to time party thereto and the Agent. The Issuer will issue and each Purchaser has agreed to purchase senior secured notes subject to the terms and conditions set forth in the Note Purchase Agreement. The Grantor is an Affiliate of the Issuer and is willing to execute and deliver this Agreement in order to induce the Purchasers to purchase the Notes and as consideration for the Notes previously purchased. 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 Collateral Agreement or the Note Purchase Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral 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 Secured Obligations, the Grantor hereby grants to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the trademarks and trademark applications listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application.

SECTION 3. Collateral Agreement. The Security Interest granted to the Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

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.

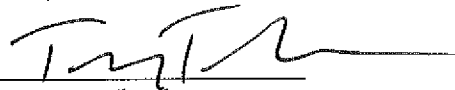
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SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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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: 

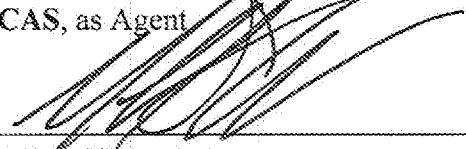
Name: Troy Thacker

Title: President and Chief Executive Officer

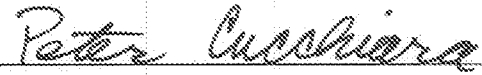
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005614 FRAME: 0899

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Agent

By: 

Name: Michael Shannon
Title: Vice President

By: 

Name:
Title: Peter Cucchiara
Vice President

Schedule I

<u>Mark</u>	<u>Country Designation</u>	<u>Registration/ (Serial) Number</u>	<u>Registration/ (Application) Date</u>	<u>Current Status</u>
AIR COBRA	United States	86/025,904		Published for Opposition 07/01/2015
AIR COBRA TOTAL SAFETY & Design	United States	86/025,925		Published for Opposition 07/01/2015
SOLUTIONS THAT FIT	United States	4,544,762	06/03/2014	Sections 8&15 Due between 06/03/2019 and 06/03/2020
TOTAL SAFETY	United States	2,390,958	10/3/2000	Renewal Due 10/03/2020
TOTAL SAFETY	United States	2,399,146	10/31/2000	Renewal Due: 10/31/2020
TOTAL SAFETY Stacked Globe Design	United States	1,993,147	8/13/1996	Renewal Due 08/13/2016
TOTAL SAFETY Stacked Globe Design	United States	1,993,338	8/13/1996	Renewal Due 08/13/2016
W3 (Stylized)	United States	3,140,994	9/12/2006	Renewal Due 09/12/2022
AIR & Design (Badge)	United States	3,993,589	7/12/2011	Sections 8&15 Due between 07/12/2016 and 07/12/2017
COMM & Design (Badge)	United States	3,993,602	7/12/2011	Sections 8&15 Due between 07/12/2016 and 07/12/2017
EHS & Design (Badge)	United States	4,160,534	6/19/2012	Sections 8&15 Due between 06/19/2017 and 06/19/2018
FIRE & Design (Badge)	United States	3,993,621	7/12/2011	Sections 8&15 Due between 07/12/2016 and 07/12/2017
G A S & Design (Badge)	United States	3,993,596	7/12/2011	Sections 8&15 Due between 07/12/2016 and 07/12/2017
IH & Design (Badge)	United States	3,992,698	7/12/2011	Sections 8&15 Due between 07/12/2016 and 07/12/2017
MEDICAL & Design (Badge)	United States	4,160,532	6/19/2012	Sections 8&15 Due between 06/19/2017 and 06/19/2018
PERSONNEL & Design (Badge)	United States	3,992,696	7/12/2011	Sections 8&15 Due between 07/12/2016 and 07/12/2017
SAFETY & Design (Badge)	United States	3,988,922	7/5/2011	Sections 8&15 Due between 07/05/2016 and 07/05/2017
TOTAL SAFETY & Design (Badge)	United States	3,992,694	7/12/2011	Sections 8&15 Due between 07/12/2016 and 07/12/2017

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WEBB-MURRAY	United States	4,360,883	7/2/2013	Section 8&15 Due between 07/02/2018 and 07/02/2019
TOTAL SAFETY & Design	United States	86/469,274		RTOA due 09/20/2015