

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (NPA)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Total Safety U.S., Inc.		11/16/2016	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:	Trust Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4982437	WELLBEING OF WORKERS WORLDWIDE	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<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:	2128198200		
Email:	IPRECORDATIONS@WHITECASE.COM		
Correspondent Name:	Matthew Campion/White & Case LLP		
Address Line 1:	1155 AVENUE OF THE AMERICAS		
Address Line 2:	Patent and Trademark Dept.		
Address Line 4:	NEW YORK, NEW YORK 10036-2787		
NAME OF SUBMITTER:	Matthew Campion		
SIGNATURE:	/Matthew Campion/		
DATE SIGNED:	11/16/2016		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT, dated as of November 16, 2016 (this “Agreement”), between TOTAL SAFETY U.S., INC., a Delaware corporation having an address at 11111 Wilcrest Green Drive, Suite 300, Houston, Texas 77042 (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, Holdings, 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.

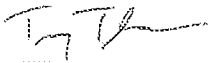
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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

[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

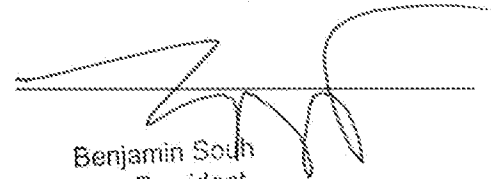
[Signature Page to Trademark Security Agreement (Note Purchase Agreement)]

TRADEMARK
REEL: 005921 FRAME: 0741

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Agent**

By: 
Name: **Kelvin Ji**
Title: **Director**

By: 
Name: **Benjamin South**
Title: **Vice President**

[Signature Page to Trademark Security Agreement (Notes Purchase Agreement)]

Schedule I

Trademark Registrations and Applications

<u>Mark</u>	<u>Country Designation</u>	<u>Registration / (Serial) Number</u>	<u>Registration / (Application) Date</u>	<u>Current Status</u>	<u>Current Owner</u>
WELLBEING OF WORKERS WORLDWIDE	United States	4982437	06/21/2016	Registered	Total Safety U.S., Inc.