

Form PTO-1595
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Werner Co.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: JPMorgan Chase Bank, as Administrative Agent
Internal Address: _____
Street Address: P.O. Box 2558
City: Houston State: TX ZIP: 77252

Additional name(s) & addresses attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 23, 2003

4. Application number(s) or patents number(s):
If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)
B. Patent No.(s)
**5,653,306 ; D413,990 ; 5,758,745 ; D401,353 ;
D397,228 ; D404,503**

Additional number(s) attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Alison J. Winick, Esq.
Internal Address: Simpson Thacher & Bartlett LLP
Street Address: 425 Lexington Avenue
City: New York State: NY ZIP: 10017


6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 3.41):\$240.00
 Enclosed
 Authorized to be charged to deposit account credit card

8. Deposit account number: _____
(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Alison J. Winick, Esq.  3/11/04
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

PATENT

700071482

REEL: 014409 FRAME: 0960

CP \$240.00 5653306

GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), dated as of December 23, 2003 is made by Werner Co., a Pennsylvania corporation (the "Obligor"), in favor of JPMorgan Chase Bank, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of June 11, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Werner Holding Co. (DE), Inc., a Delaware corporation and parent of Obligor ("Borrower"), the Lenders, the Agent, Citigroup Global Markets Inc., as Syndication Agent and Citigroup Global Markets Inc. and J. P. Morgan Securities Inc., as Arrangers. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Collateral Agreement, dated as of June 11, 2003, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Collateral Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Patents (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

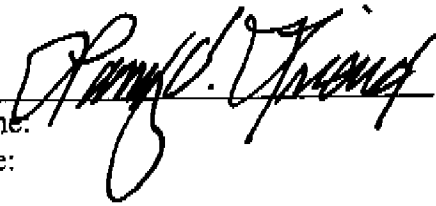
SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patents granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WERNER CO.

By: _____
Name:
Title:



JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By: _____
Name:
Title:

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WERNER CO.

By: _____
Name:
Title:

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

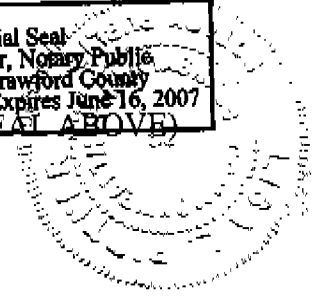
By: Neil R. Boylan
Name:
Title: Neil R. Boylan
Managing Director

STATE OF PENNSYLVANIA)
) ss
COUNTY OF MERCER)

On the 3rd day of March, 2004, before me personally came Larry V. Friend, who is personally known to me to be the Vice President of Werner Co., a Pennsylvania corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Lisa L. Pittner
Notary Public

Notarial Seal
Lisa L. Pittner, Notary Public
Pine Twp., Crawford County
My Commission Expires June 16, 2007
(PLACE STAMP AND SEAL ABOVE)



STATE OF New York)
) ss
COUNTY OF New York

On the 7th day of January, 2004 before me personally came Neil R. Boylan, who is personally known to me to be the Managing Director of JPMorgan Chase Bank, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Managing Director in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

ELSA V. GRIFFITH
Notary Public, State of New York
No. 013R4838119
Qualified in Kings County
Commission Expires March 30,
Notary Public Elsa V. Griffith

(PLACE STAMP AND SEAL ABOVE)



SCHEDULE A**U.S. Patents Registrations and Applications**

| <u>Patents</u> | <u>Patent or Application Number</u> |
|--|--|
| Ladder System including a Caster bracket and Method of Forming | 5,653,306 |
| Front Face of a Ladder Top | D413,990 |
| Extension Ladder, Combination and Cap/Guide Bracket, and Method for Climbing | 5,758,745 |
| Step Ladder | D401,353 |
| Step Ladder | D397,228 |
| Caddy Top | D404,503 |