

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Patents
CONVEYING PARTY DATA	
Name	Execution Date
Black Diamond Commercial Finance, L.L.C.	04/28/2011
RECEIVING PARTY DATA	
Name:	Werner Co.
Street Address:	93 Werner Road
City:	Greenville
State/Country:	PENNSYLVANIA
Postal Code:	16125
PROPERTY NUMBERS Total: 15	
Property Type	Number
Application Number:	10635896
Application Number:	10946743
Application Number:	10957244
Application Number:	10490611
Application Number:	10992705
Application Number:	11009895
Application Number:	11031215
Application Number:	11035739
Application Number:	11049453
Application Number:	11104584
Application Number:	11122360
Application Number:	11122419
Application Number:	11186290
Application Number:	11212949
Application Number:	11264105

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PATENT  
REEL: 026200 FRAME: 0348

CH \$600.00 10635896

**CORRESPONDENCE DATA**

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**ATTORNEY DOCKET NUMBER:**

697930/7

**NAME OF SUBMITTER:**

M. Oren Epstein

**Total Attachments: 4**

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## RELEASE OF SECURITY INTEREST IN PATENTS

This RELEASE OF SECURITY INTEREST IN PATENTS, dated as of April 28, 2011 (this "Release"), is made by BLACK DIAMOND COMMERCIAL FINANCE, L.L.C, a Delaware limited liability company, as agent for the Lenders (as defined below), located at One Sound Shore Drive, Suite 203, Greenwich, Connecticut 06830 (the "Assignor" and "Agent"), in favor of WERNER CO., a Delaware corporation, located at 93 Werner Road, Greenville, Pennsylvania, 16125 (the "Assignee" and "Obligor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Patent Security Agreement (as defined below).

### WITNESSETH

WHEREAS, the Assignee, the financial institutions which were or which thereafter became a party thereto (the "Lenders") and the Assignor as an agent for Lenders, are parties to that certain Second Lien Loan and Security Agreement, dated as of June 8, 2007 (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement");

WHEREAS, the Assignee and the Assignor as an agent for Lenders are parties to that certain Patent Security Agreement, dated as of June 8, 2007 (the "Patent Security Agreement");

WHEREAS, to secure the prompt payment and performance of all Obligations, Assignee, pursuant to the Loan Agreement and Patent Security Agreement, granted to the Agent, for the benefit of Secured Parties, a continuing security interest and Lien upon the Patent Collateral;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on June 26, 2007 at Reel/Frame No. 019479/0566; and

WHEREAS, the Assignor and the Assignee desire that the Assignor terminate, release and fully discharge its continuing security interest in and Lien upon the Patent Collateral, including but not limited to the Patents set forth on Schedule A hereto.

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

The Assignor hereby terminates, releases and discharges fully its continuing security interest in and Lien upon the Patent Collateral, including but not limited to the Patents on Schedule A hereto, and reassigns and transfers to Assignee any right, title and interest that the Assignor may have in, to or under the Patent Collateral, including but not limited to the Patents on Schedule A hereto.

The Assignor hereby authorizes the Assignee or the Assignee's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments for termination with the applicable filing office in order to memorialize the release of the security interest of the Assignor in the Patent Collateral,

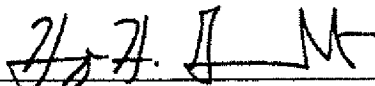
including but not limited to the Patents on Schedule A hereto and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Assignor further agrees to execute and deliver to the Assignee any and all further documents and instruments, and do any and all further acts which the Assignee (or their agents or designees) reasonably request (at the Assignee's sole cost and expense) in order to confirm this Release and the Assignee's right, title, and interest in or to the Patent Collateral, including but not limited to the Patents on Schedule A hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN PATENTS to be duly executed by its officer thereunto duly authorized as of the date first written above.

BLACK DIAMOND COMMERCIAL FINANCE,  
L.L.C.

By:  
Name:  
Title:

  
H Gravenhorst  
M.D.

[Release of Security Interest in Patents/Werner Co.]

PATENT  
REEL: 026200 FRAME: 0352

**SCHEDULE A  
TO  
RELEASE OF SECURITY INTEREST  
IN PATENTS**

**WERNER CO. PATENT REGISTRATIONS AND APPLICATIONS**

<b>Jurisdiction</b>	<b>Patent Title</b>	<b>Patent No. [Pub. No.] (App. No.)</b>	<b>Issue Date [Pub. Date] (App. Date)</b>
United States	Locking Hinge for Folding Ladder	(10/635,896)	(08/07/2003)
United States	Combo brace rail shield	(10/946,743)	(09/21/2004)
United States	Step stool latch	(10/957,244)	(10/01/2004)
United States	Stepladder folding twin-step	(10/490,611)	(11/17/2004)
United States	Fall arrest system with anchorage plate	(10/992,705)	(11/22/2004)
United States	Access ladder and method	(11/009,895)	(12/09/2004)
United States	Four-point stepladder bracing system, brace and method	(11/031,215)	(01/07/2005)
United States	Ladder with knee brace and method	(11/035,739)	(01/15/2005)
United States	Adjustable work platform	(11/049,453)	(02/02/2005)
United States	Dynamic hinge for ladder	(11/104,584)	(04/13/2005)
United States	Pump jack crank and method	(11/122,360)	(05/05/2005)
United States	Pump jack and method	(11/122,419)	(05/05/2005)
United States	Pump jack pole brace latch and method	(11/186,290)	(07/21/2005)
United States	Clip for transportation of ladders and method	(11/212,949)	(08/27/2005)
United States	Step stool, hinge and method	(11/264,105)	(11/01/2005)
Mexico	Trestle Ladder	(9306162)	(01/31/1995)
China	Stowable ladder configured for installation in an opening	[1833082]	[09/13/2006]
China	Locking Hinge for Folding Ladder	[1833083]	[09/13/2006]
China	Dynamic hinge for ladder	[1856635]	[11/01/2006]
Canada	Stowable ladder configured for installation in an opening	[2534531]	[02/24/2005]
Canada	Locking Hinge for Folding Ladder	[2534533]	[02/24/2005]
Canada	Dynamic hinge for ladder	[2538708]	[04/07/2005]
Canada	Pump jack pole brace latch and method	[2552452]	[01/21/2007]
New Zealand	Ladder, member for connecting a rail to a horizontal element of a ladder, and method	[272517]	[05/27/1998]
Japan	Ladder, member for connecting a rail to a horizontal element of a ladder, and method	[8086176]	[04/02/1996]
South Africa	Ladder, member for connecting a rail to a horizontal element of a ladder, and method	[9505677]	[02/22/1996]
Australia	Ladder, member for connecting a rail to a horizontal element of a ladder, and method	[9524894]	[01/18/1996]