

03/06/00

04-12-2000



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Form PTO-1594
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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.

- Individuals
- General Partnership -
- Corporation - State: Pennsylvania
- Other

- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):

Name: Bankers Trust Company

Internal Address: One Bankers Trust Plaza

Street Address: 130 Liberty Street

City: New York State: New York ZIP: 10006

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-
- Other - Administrative Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Interest
- Other
- Merger
- Change of Name

Execution Date: January 26, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Trademark Registration No.(s)\

Please see attached Schedule A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved

21

7. Total fee (37 CFR 3.41): \$ 540.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-1705

(Attach 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.

Brian T. Jaenicke

Name of Person Signing

Signature

3/6/2000

Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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Trademarks and Trademark LicensesWerner Co.

Agreement, dated January 1, 1996, as amended, between Werner Co. and WIP Technologies, Inc. ("WIP") whereby WIP licenses to Werner Co. all of WIP's domestic issued patents and registered trademarks.

Trademarks	Registration Numbers/ Serial Numbers	Jurisdiction
BLACK LADDER Design	75/180,365	United States of America
Blue Ladder	74/709,334	United States of America
BLUE RIBBON Design	75/701,710	United States of America
CERTIFIED WERNER LADDER SALES EXPERT	2,077,176	United States of America
CLIMBINGPRO and Design	75/082,637	United States of America
CLIMBINGPRO (Stylized Letters)	75/082,552	United States of America
COLUMBIA	2,163,829	United States of America
COLUMBIA PRO	75/723,195	United States of America
FLIP-UP	1,900,332	United States of America
K KELLER and Design	1,748,112	United States of America
LEVEL PRO	75/727,047	United States of America
PHOENIX and Design	2,227,096	United States of America
PINCH PROOF	74/341,658	United States of America
PROJECT BUDDY	2,148,827	United States of America
SAFETY SMART FOR ELECTRICAL PROJECTS and Design	2,119,473	United States of America
SLIM STEP and Design	75/689,509	United States of America
SUREGRIP	2,140,314	United States of America
TAKE TIME TO CLIMB SAFELY and Design	75/181,590	United States of America
LADDER POWER	2,077,173	United States of America
LADDER POWER (Stylized Letters)	2,077,174	United States of America
PRO-MASTER FIBERGLASS LADDERS and Design	2,081,092	United States of America

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of Werner Co., a Pennsylvania corporation with principal offices at 93 Werner Road, Greenville, PA 16125-9499, and WIP Technologies, Inc., a Delaware corporation with principal offices at 1105 North Market Street, Suite 1300, P.O. Box 8985, Wilmington, DE 19899-8985 (each an "Assignor" and, together, the "Assignors"), hereby assigns and grants to Bankers Trust Company, as Administrative Agent, with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of each Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of each Assignor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.


THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignors, as such term is defined in the Security Agreement among the Assignors, the other assignors from time to time party thereto and the Assignee, dated as of November 24, 1997 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the termination date (as set forth in Section 21 of the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to each Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


* * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of
the 26th day of January 2000

WERNER CO., Assignor

By: 
Name: Eric J. Werner
Title: Secretary and General Counsel

WIP TECHNOLOGIES, INC., Assignor

By: 
Name: Eric J. Werner
Title: Secretary and General Counsel

BANKERS TRUST COMPANY,
as Administrative Agent and Assignee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of

the 26th day of January, 2001.

WERNER CO., Assignor

By: _____

Name:

Title:

WIP TECHNOLOGIES, INC., Assignor

By: _____

Name:

Title:

BANKERS TRUST COMPANY,
as Administrative Agent and Assignee

By: Mary Kay Coyle _____

Name:


Title:

MARY KAY COYLE
Managing Director

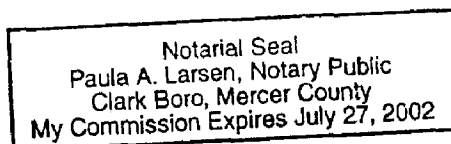
PENNSYLVANIA
STATE OF ~~NEW YORK~~)
MERCER) ss.:
COUNTY OF ~~NEW YORK~~)

On this 26th day of January, 2000, before me personally came _____

Eric J. Werner who, being by me duly sworn, did state as follows: that [s]he is Secretary and General Counsel of WIP Technologies, Inc., that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.



Notary Public




(ii)

PENNSYLVANIA
STATE OF ~~NEW YORK~~)
MERCER) ss.:
COUNTY OF ~~NEW YORK~~)

On this 26th day of January, 2000 before me personally came _____

Eric J. Werner who, being by me duly sworn, did state as follows: that [s]he is Secretary and General Counsel of Werner Co., that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.


Notary Public

Notarial Seal
Paula A. Larsen, Notary Public
Clark Boro, Mercer County
My Commission Expires July 27, 2002

(iii)

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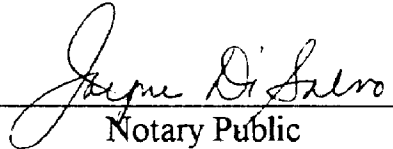
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FROM WHITE & CASE FAX DEPARTMENT

TRADEMARK
REEL: 002052 FRAME: 0930

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 26TH day of JANUARY, 2000, before me personally came _____
MARY KAY COYLE who, being by me duly sworn, did state as follows: that [s]he is
MANAGING DIRECTOR of Bankers Trust Company that [s]he is authorized to execute the
foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the
Board of Directors of said corporation.



Notary Public

JAYNE DISALVO
NOTARY PUBLIC, State of New York
No. 41-4760803
Qualified in Queens County
Certificate Filed in New York County
Commission Expires NOVEMBER 30, 2000