

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Werner Co.		05/23/2005	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A.
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National banking association:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2914896	WERNER PERFORMANCE SYSTEM
Serial Number:	76472987	WERNER PERFORMANCE SYSTEM COLOR MATCH FOR LADDER PERFORMANCE. 200LBS. 225LBS. 250LBS. 300LBS. 375LBS.
Serial Number:	76472988	WERNER PERFORMANCE SYSTEM
Serial Number:	78486748	STEPRIGHT
Serial Number:	78486771	INREACH
Serial Number:	78539003	STAND STRONG.

CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-2254
Email:	LLevy@stblaw.com
Correspondent Name:	Robyn Rahbar, Esq.
Address Line 1:	Simpson Thacher & Bartlett LLP
Address Line 2:	425 Lexington Avenue

OP \$165.00 2914896

Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER: Robyn Rahbar

Signature: /rr/

Date: 06/09/2005

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of May 23, 2005 is made by Werner Co., a Pennsylvania corporation (the “Obligor”), in favor of JPMorgan Chase Bank, N.A., a national association, 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 Trademarks; 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 Trademarks (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.

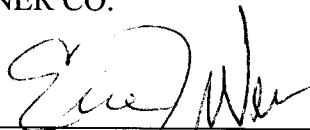
SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Collateral Agreement 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 Trademarks 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: Eric J. Werner
Title: Vice President

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: _____
Name: _____
Title: _____

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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: Eric J. Werner
Title: Vice President

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

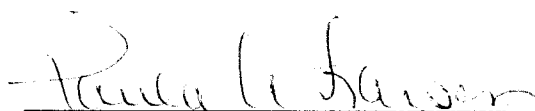
By: 
Name: _____
Title: **DAVID E. OLIVER**
VICE PRESIDENT

COMMONWEALTH OF PENNSYLVANIA)

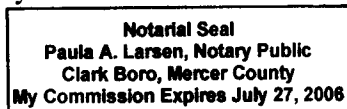
) ss

COUNTY OF MERCER)

On the 26th day of May, 2005, before me personally came Eric J. Werner, 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.



Notary Public



(PLACE STAMP AND SEAL ABOVE)

STATE OF *new york*)
) ss
COUNTY OF *new york*

On the *1st* day of June, 2005, before me personally came David E. Oliver, who is personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., a national association; 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.

Siobhán E. Cronin

Notary Public

SIOBHÁN E. CRONIN
NOTARY PUBLIC, State of New York
No. 01CR4942170
Qualified in **New York County**
Commission Expires **September 12, 2006**
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademarks Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
Werner Performance System	2,914,896
Werner Performance System Color Match Design	76/472,987
Werner (Oval) Performance System Star Design	76/472,988
StepRight Design	78/486,748
InReach Design	78/486,771
Stand Strong. (Design)	78/539,003
Werner Performance System Color Match Design	76/472,987