

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
WIP Technologies, Inc.		12/23/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York Banking Corporation:

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	1794481	ALL AMERICAN LADDER
Registration Number:	2433390	EDGE
Registration Number:	2490782	KELLER
Registration Number:	2492691	PUTTING PROJECTS IN REACH
Registration Number:	646605	ALDEK
Registration Number:	654877	ALFLO
Registration Number:	946935	ALFLO
Registration Number:	1819679	AL ALL AMERICAN LADDER
Registration Number:	1819949	AL ALL AMERICAN LADDER
Registration Number:	1293887	ALUMA-BOARD
Registration Number:	773809	ALUMA-PLANK
Registration Number:	1665862	
Registration Number:	1775720	CONTRACTOR BUDDY
Registration Number:	1033911	ELECTRO-MASTER
Registration Number:	1269865	GLAS*MARK

OP \$1565.00 1794481

Registration Number:	1121289	GUNTHER
Registration Number:	1822798	GUNTHER'S CASTLE
Registration Number:	1125915	GUNTHER
Registration Number:	1270257	GUNTHER W.
Registration Number:	1181821	GUNTHER
Registration Number:	1850194	AL ALL AMERICAN LADDER
Registration Number:	1773397	LEVEL-MASTER
Registration Number:	799224	MIGHTY-LITE
Registration Number:	1574348	MULTI-LOK
Registration Number:	1199286	A NAME YOU CAN STAND ON
Registration Number:	1332840	SNAP-UP
Registration Number:	780033	SPILL-PROOF
Registration Number:	871006	SPIN-PROOF
Registration Number:	801061	STA SAFE
Registration Number:	1853483	STOCKR'S LADDER
Registration Number:	1983247	SWEDGE-MASTER
Registration Number:	738104	TASK-MASTER
Registration Number:	796092	TOOL-TRA-TOP
Registration Number:	1139372	TRACTION-TRED
Registration Number:	1777637	TRUE GRIP
Registration Number:	1813378	TURNS EMPTY SPACE INTO STORAGE SPACE!
Registration Number:	1814958	TURNS EMPTY SPACE INTO STORAGE SPACE!
Registration Number:	815235	TWIST-PROOF
Registration Number:	840624	TWIST-PROOF
Registration Number:	1416401	
Registration Number:	833191	WERNER
Registration Number:	1827202	WERNER
Registration Number:	1830143	WRAP-LOC
Registration Number:	1504593	MULTI-MASTER
Registration Number:	1875034	SHU-LOK
Registration Number:	2119469	SPACEMASTER
Registration Number:	2179553	PENGUIN PLATFORM LADDER
Registration Number:	2179664	PENGUIN
Registration Number:	2422204	LEVEL PRO
Registration Number:	2163829	COLUMBIA

Registration Number:	2081092	PRO-MASTER FIBERGLASS LADDERS
Registration Number:	2077173	LADDER POWER
Registration Number:	2077176	CERTIFIED WERNER LADDER SALES EXPERT
Registration Number:	2148827	PROJECT BUDDY
Registration Number:	2140314	SUREGRIP
Registration Number:	2119473	SAFETY SMART FOR ELECTRICAL PROJECTS
Registration Number:	958677	JOB-MASTER
Registration Number:	808638	TWIST PROOF
Registration Number:	773486	UNI-RIM
Registration Number:	808637	TWIST PROOF
Registration Number:	764811	CONSTANCE HELPER
Registration Number:	593162	ALUMILADDER

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-2276
Email: KSolomon@stblaw.com
Correspondent Name: Alison J. Winick, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

509265/0085

NAME OF SUBMITTER:

Kimberly Solomon

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 December 23, 2003 is made by WIP Technologies, Inc., a Delaware 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 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.

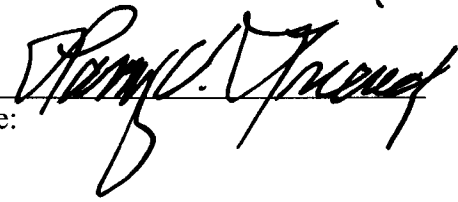
SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Collateral Agreement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

WIP TECHNOLOGIES, INC.

By: 
Name:
Title:

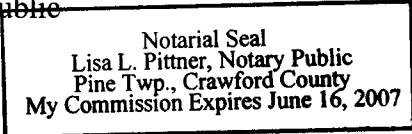
JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By: _____
Name:
Title:

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 WIP Technologies, Inc. a Delaware 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



(PLACE STAMP AND SEAL ABOVE)

STATE OF)
) ss
COUNTY OF)

On the 7th day of January, 2004 before me personally came Hed K. Bylan, who is personally known to me to be the Manager 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. 0150R4338119
Qualified in Kings County
Commission Expires March 30, 2007
Notary Public Elsa V. Griffith

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademarks Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
All American Ladder	1,794,481
Edge	2,433,390
Keller	2,490,782
Putting Projects in Reach and Design	2,492,691
Aldek	646,605
Alflo	654,877
Alflo and Design	946,935
Al All American Ladder and Design	1,819,679
Al All American Ladder and Design	1,819,949
Aluma-board and Design	1,293,887
Aluma-Plank	773,809
Design Only	1,665,862
Contractor Buddy	1,775,720
Electro-Master	1,033,911
Glas*Mark	1,269,865
Gunther	1,121,289
Gunther's Castle	1,822,798
Gunther and Design	1,125,915
W Gunther and Design	1,270,257
Gunther and Design	1,181,821
Al All American Ladder and Design	1,850,194
Level-Master	1,773,397
Mighty-Lite	799,224
Multi-Lok	1,574,348
A Name You Can Stand On	1,199,286
Snap-UP	1,332,840
Spill-Proof	780,033
Spin-Proof	871,006
STA Safe and Design	801,061
Stockr's Ladder	1,853,483
Swedge Master	1,983,247
Task-Master	738,104
Tool-Tra-Top	796,092
Traction-Tred	1,139,372

True Grip	1,777,637
Turns Empty Space into Storage Space!	1,813,378
Turns Empty Space into Storages Space!	1,814,958
Twist-Proof	815,235
Twist-Proof	840,624
Design Only	1,416,401
Werner and Design	833,191
Werner and Design	1,827,202
Wrap-Loc	1,830,143
Multi-Master	1,504,593
Shu-Lok	1,875,034
Spacemaster	2,119,469
Penguin Platform Ladder	2,179,553
Penguin	2,179,664
Level Pro	2,422,204
Columbia	2,163,829
Pro-Master Fiberglass Ladders and Design	2,081,092
Ladder Power	2,077,173
Certified Werner Ladder Sales Expert	2,077,176
Project Buddy	2,148,827
Suregrip	2,140,314
Safety smart For Electrical Projects and Design	2,119,473
Job-Master	958,677
Twist Proof and Design	808,638
Uni-Rim	773,486
Twist Proof and Design	808,637
Constance Helper	764,811
Alumiladder	593,162