

Form PTO-1594 (rev 06/04)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U. S. Department of Commerce Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

WIP Technologies, Inc. 1105 N. Market Street Suite 1300 P.O. Box 8985 Wilmington, DE 19899

- Individual(s) Association General Partnership Limited Partnership [X] Corporation Other

Citizenship Pennsylvania Execution Date(s) May 10, 2005

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Government Interest Assignment [X] Other Trademark Security Agreement

2. Name and Address of receiving party(ies)

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

Name: Credit Suisse First Boston, acting through its Cayman Islands branch Internal Address: Attention: Agency Group Street Address: Eleven Madison Avenue

City: New York State: NY Country: USA Zip: 10010

- Association - Citizenship General Partnership - Citizenship Limited Partnership - Citizenship [X] Corporation - Citizenship Switzerland Other Citizenship

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

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

Table with 3 columns of registration numbers: 646605, 654877, 946935, 773809, 1665862, 1775720, 1033911, 1269865, 1121289, 1125915, 1181821, 1794481, 1773397, 799224, 1574348, 1199286, 1332840, 780033

Additional numbers attached? [X] Yes No

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

Jonathan Seiden, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036 Tel: (212) 735-3697 Fax: (212) 735-3697 JSeiden@skadden.com

6. Total number of applications and registrations involved: 45

7. Total fee (37 CFR 1.21(h) and 3.41) \$1145

[X] All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 217730/1892)

8. Payment Information

Deposit Account No. 19-2385 Authorized user Name: Philip H. Bartels

9. Signature.

Handwritten signature of Jonathan Seiden

Jonathan Seiden, Esq.

Name of Person Signing

June 7, 2005

Date

Total number of pages including cover sheet, and documents:

7

CH \$1145.00 192385 0646605

Page 2

CONTINUATION OF ITEM 4B. Trademark Registration Numbers

B. Trademark Reg. No(s).
871006
801061
1853483
1983247
738104
796092
1139372
1777637
1813378
1814958
815235
840624
1416401
833191
1827202
1504593
1875034
2081092
2077173
2077176
2140314
2119469
2193125
2422204
2433390
2490782
2492691

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of May 10, 2005 is made by WIP Technologies, Inc., a Delaware corporation (the "Obligor"), in favor of Credit Suisse First Boston, acting through its Cayman Islands branch ("CSFB"), as administrative agent (together with its successors in such capacity, the "Administrative Agent") for the several lenders (the "Lenders") from time to time parties to the Credit Agreement, dated as of May 10, 2005 (as amended, restated, amended and restated, 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 Administrative Agent, CSFB, as joint bookrunner and joint lead arranger, and Morgan Stanley Funding, Inc., as joint book runner and joint lead arranger.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Term Loans 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 May 10, 2005, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative 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 Term Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Administrative 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 Administrative Agent for the benefit of the Administrative 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.

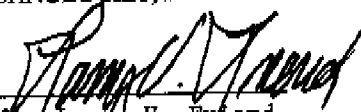
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Intercreditor Agreement. REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF MAY 10, 2005 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG THE BORROWER, WERNER HOLDING CO. (PA), INC., THE SUBSIDIARIES OF THE BORROWER PARTY THERETO, JPMORGAN CHASE BANK, AS FIRST LIEN ADMINISTRATIVE AGENT (AS DEFINED THEREIN), AND CREDIT SUISSE FIRST BOSTON, ACTING THROUGH ITS CAYMAN ISLANDS BRANCH, AS SECOND LIEN ADMINISTRATIVE AGENT (AS DEFINED THEREIN). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

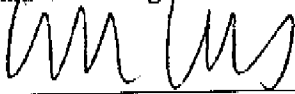
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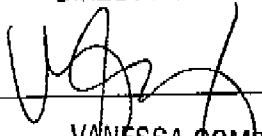
IN WITNESS WHEREOF, this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WIP TECHNOLOGIES, INC.

By: 
Name: Larry V. Friend
Title: VP, CFO & Treasurer

CREDIT SUISSE FIRST BOSTON,
acting through its Cayman Islands branch,
as Administrative Agent

By: 
Name: ROBERT HETU
Title: DIRECTOR

By: 
Name: VANESSA GOMEZ
Title: VICE PRESIDENT

Schedule A to WIP Technologies, Inc. Trademark Security Agreement

Reg. No. 646,605; Aldek
Reg. No. 654,877; Alflo
Reg. No. 946,935; Alflo and Design
Reg. No. 773,809; Alumna-Plank
Reg. No. 1,665,862; Blue and Yellow
Reg. No. 1,775,720; Contractor Buddy
Reg. No. 1,033,911; Electro-Master
Reg. No. 1,269,865; Glas*Mark
Reg. No. 1,121,289; Gunther
Reg. No. 1,125,915; Gunther and Design
Reg. No. 1,181,821; Gunther and Extension Ladder
Reg. No. 1,794,481; All American Ladder
Reg. No. 1,773,397; Level-Master
Reg. No. 799,224; Mighty-Lite
Reg. No. 1,574,348; Multi-Lok
Reg. No. 1,199,286; A Name You Can Stand On
Reg. No. 1,332,840; Snap-Up
Reg. No. 780,033; Spill-Proof
Reg. No. 871,006; Spin-Proof
Reg. No. 801,061; Sta Safe and Design
Reg. No. 1,853,483; Stockr's Ladder
Reg. No. 1,983,247; Swedge-Master
Reg. No. 738,104; Task-Master
Reg. No. 796,092; Tool-Tra-Top
Reg. No. 1,139,372; Traction-Tred
Reg. No. 1,777,637; True Grip
Reg. No. 1,813,378; Turns Empty Space Into Storage Space!
Reg. No. 1,814,958; Turns Empty Space Into Storage Space!
Reg. No. 815,235; Twist-Proof
Reg. No. 840,624; Twist-Proof
Reg. No. 1,416,401; Twist-Proof and Design
Reg. No. 833,191; Werner Oval and Design
Reg. No. 1,827,202; Werner and Design
Reg. No. 1,504,593; Multi-Master
Reg. No. 1,875,034; Shu-Lok
Reg. No. 2,081,092; Pro-Master and Design
Reg. No. 2,077,173; Ladder Power
Reg. No. 2,077,176; Certified Werner Ladder Sales Expert
Reg. No. 2,140,314; SureGrip
Reg. No. 2,119,473; Safety Smart for Electrical Projects and Design
Reg. No. 2,119,469; SpaceMaster
Reg. No. 2,193,125; Merlink
Reg. No. 2,422,204; Level Pro
Reg. No. 2,433,390; EDGE
Reg. No. 2,490,782; Keller (Design)
Reg. No. 2,492,691; Putting Projects in Reach (Design)

TRADEMARK

RECORDED: 06/07/2005

REEL: 003127 FRAME: 0624