

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Werner Holding Co. (DE), Inc.		06/08/2007	CORPORATION: DELAWARE
Werner Holding Co. (PA), Inc.		06/08/2007	CORPORATION: PENNSYLVANIA
Werner Co.		06/08/2007	CORPORATION: PENNSYLVANIA
WIP Technologies, Inc.		06/08/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Werner Technologies, Inc.
<b>Street Address:</b>	1105 North Market Street
<b>Internal Address:</b>	Suite 1300
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19899
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 45**

Property Type	Number	Word Mark
Registration Number:	1121289	GUNTHER
Registration Number:	1125915	GUNTHER
Registration Number:	1139372	TRACTION-TRED
Registration Number:	1181821	GUNTHER
Registration Number:	1199286	A NAME YOU CAN STAND ON
Registration Number:	1269865	GLAS*MARK
Registration Number:	1416401	
Registration Number:	1504593	MULTI-MASTER
Registration Number:	1574348	MULTI-LOK
Registration Number:	1665862	
Registration Number:	1773397	LEVEL-MASTER

CH \$1140.00 1121289

Registration Number:	1775720	CONTRACTOR BUDDY
Registration Number:	1777637	TRUE GRIP
Registration Number:	1794481	ALL AMERICAN LADDER
Registration Number:	1813378	TURNS EMPTY SPACE INTO STORAGE SPACE!
Registration Number:	1814958	TURNS EMPTY SPACE INTO STORAGE SPACE!
Registration Number:	1853483	STOCKR'S LADDER
Registration Number:	1875034	SHU-LOK
Registration Number:	2077173	LADDER POWER
Registration Number:	2077176	CERTIFIED WERNER LADDER SALES EXPERT
Registration Number:	2081092	PRO-MASTER FIBERGLASS LADDERS
Registration Number:	2119469	SPACEMASTER
Registration Number:	2119473	SAFETY SMART FOR ELECTRICAL PROJECTS
Registration Number:	2140314	SUREGRIP
Registration Number:	2422204	LEVEL PRO
Registration Number:	2433390	EDGE
Registration Number:	2490782	KELLER
Registration Number:	2492691	PUTTING PROJECTS IN REACH
Registration Number:	2914896	WERNER PERFORMANCE SYSTEM
Registration Number:	2971658	WERNER PERFORMANCE SYSTEM
Registration Number:	2977115	WERNER PERFORMANCE SYSTEM COLOR MATCH FOR LADDER PERFORMANCE. 200LBS. 225LBS. 250LBS. 300LBS. 375LBS.
Registration Number:	3172189	STEPRIGHT
Registration Number:	646605	ALDEK
Registration Number:	654877	ALFLO
Registration Number:	738104	TASK-MASTER
Registration Number:	773809	ALUMA-PLANK
Registration Number:	780033	SPILL-PROOF
Registration Number:	796092	TOOL-TRA-TOP
Registration Number:	799224	MIGHTY-LITE
Registration Number:	815235	TWIST-PROOF
Registration Number:	833191	WERNER
Registration Number:	840624	TWIST-PROOF
Registration Number:	871006	SPIN-PROOF
Registration Number:	946935	ALFLO

Registration Number:

3236082

HOLSTERTOP

**CORRESPONDENCE DATA**

Fax Number: (917)777-2517

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-735-2517

Email: oepstein@skadden.com

Correspondent Name: Oren Epstein

Address Line 1: 4 Times Square

Address Line 2: 30-112

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

077370/12

NAME OF SUBMITTER:

Oren Epstein

Signature:

/oe/

Date:

06/11/2007

**Total Attachments: 7**

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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of June 8, 2007 (this "Assignment"), by and among Werner Holding Co. (DE), Inc., a Delaware corporation ("Werner Holdings"), Werner Holding Co. (PA), Inc., a Pennsylvania corporation ("Werner PA"), Werner Co., a Pennsylvania corporation ("Werner"), WIP Technologies, Inc., a Delaware corporation ("WIP," collectively with Werner Holdings, Werner PA and Werner, "Assignors"), and Werner Technologies, Inc., a Delaware corporation ("Assignee").

**WHEREAS**, Assignors, New Werner Holding Co., Inc. f/k/a New Werner Holding (DE), LLC ("Buyer"), and the other parties named therein have entered into an Asset Purchase Agreement, dated as of March 20, 2007 (as amended by the Amendment to Asset Purchase Agreement dated as of April 5, 2007 and the Amendment No. 2 to Asset Purchase Agreement dated as of April 23, 2007, the "Asset Purchase Agreement");

**WHEREAS**, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement;

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignors have agreed to sell, assign, convey, transfer and deliver the Purchased Assets to Buyer, and Buyer has agreed to purchase and acquire the Purchased Assets upon the terms and subject to the conditions of the Asset Purchase Agreement;

**WHEREAS**, pursuant to Section 11.5 of the Asset Purchase Agreement, Buyer has assigned to its affiliate, Assignee, the right to take title to all of Assignors' right, title and interest in, to or under all Intellectual Property included in the Purchased Assets (except for the Intellectual Property transferred pursuant to the Patent Assignment by and among Assignors and Werner Co., a Delaware corporation ("Werner Co."), to be executed as of the date hereof, and the Trademark Assignment by and among Assignors and Werner Co., to be executed as of the date hereof, (collectively, the "Transferred Applications")), including the Marks (as defined below); and

**WHEREAS**, in accordance with the above and pursuant to the Asset Purchase Agreement, Assignors wish to sell, transfer, assign, convey and deliver to Assignee, and Assignee wishes to purchase and acquire from Assignors, all of Assignors' right, title and interest in, to or under all United States, state and foreign trademarks, service marks, logos, slogans, trade dress and trade names (including all assumed or fictitious names under which the Business is conducted), and any other indicia of source of goods and services, designs and logotypes related to the above, in any and all forms, whether registered or unregistered, and registrations and pending applications to register the foregoing (including intent to use applications), and all goodwill related to or symbolized by the foregoing, owned, leased, licensed, used or held for use in or relating to the Business, including but not limited to the trademark registrations and applications set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith, (but not including the Transferred Applications) (collectively, the "Marks").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, transfer, assign, convey and deliver to Assignee, its successors, assigns, and legal representatives their entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor (but not including the Transferred Applications), any renewals and extensions of the registrations, all goodwill associated therewith, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with all income, royalties, damages, claims, and payments with respect thereto due or payable as of the Closing Date or thereafter, and in and to all causes of action, including, without limitation, all causes of action (either in law or equity) and claims for damages by reason of past, present or future infringement, dilution or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Section 2.6 of the Asset Purchase Agreement is hereby incorporated herein by reference.

Assignors hereby authorize and request the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the entire right, title and interest in and to the Marks.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives effective as of the Closing Date.

ASSIGNORS:

WERNER HOLDING CO. (DE), INC.  
By: [Signature]  
Name: LARRY V. FRIEND  
Title: SR VP & CFO

WERNER HOLDING CO. (PA), INC.  
By: [Signature]  
Name: LARRY V. FRIEND  
Title: SR. VP & CFO

WERNER CO.  
By: [Signature]  
Name: LARRY V. FRIEND  
Title: SR VP & CFO


WIP TECHNOLOGIES, INC.  
By: [Signature]  
Name: LARRY V. FRIEND  
Title: SR VP & CFO

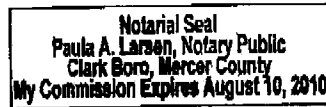
ASSIGNEE:

WERNER TECHNOLOGIES, INC.  
By: [Signature]  
Name: GEOFFREY R. HARTENSTEIN  
Title: SECRETARY

STATE OF PENNSYLVANIA )  
 ) SS.  
COUNTY OF MERCER )

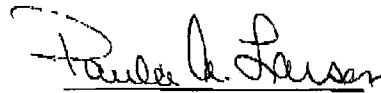
On this 5th day of June 2007, there appeared before me Larry V. Friend, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Assignors.

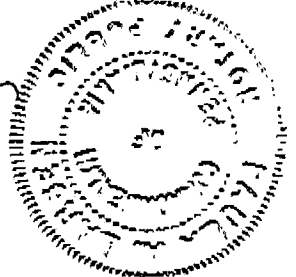
  
Notary Public



STATE OF PENNSYLVANIA )  
 ) SS.  
COUNTY OF MERCER )

On this 5th day of June 2007, there appeared before me Geoffrey R. Hartenstein, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Assignee.

  
Notary Public



[Signature Page to Trademark Assignment]

TRADEMARK  
REEL: 003558 FRAME: 0864

**SCHEDULE A**  
**TRADEMARKS**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>
United States	GUNTHER	1,121,289	July 3, 1979
United States	GUNTHER and Design	1,125,915	October 16, 1979
United States	TRACTION-TRED	1,139,372	September 9, 1980
United States	GUNTHER and Design	1,181,821	December 15, 1981
United States	A NAME YOU CAN STAND ON	1,199,286	June 29, 1982
United States	GLAS*MARK	1,269,865	March 13, 1984
United States	DESIGN ONLY	1,416,401	November 11, 1986
United States	MULTI-MASTER	1,504,593	September 20, 1988
United States	MULTI-LOK	1,574,348	January 2, 1990
United States	DESIGN ONLY	1,665,862	November 26, 1991
United States	LEVEL-MASTER	1,773,397	May 25, 1993
United States	CONTRACTOR BUDDY	1,775,720	June 8, 1993
United States	TRUE GRIP	1,777,637	June 22, 1993
United States	ALL AMERICAN LADDER	1,794,481	September 21, 1993
United States	URNS EMPTY SPACE INTO STORAGE SPACE!	1,813,378	December 28, 1993
United States	URNS EMPTY SPACE INTO STORAGE SPACE!	1,814,958	January 4, 1994
United States	STOCKR'S LADDER	1,853,483	September 13, 1994
United States	SHU-LOK	1,875,034	January 24, 1995
United States	LADDER POWER	2,077,173	July 8, 1997
United States	CERTIFIED WERNER LADDER SALES EXPERT	2,077,176	July 8, 1997
United States	PRO-MASTER FIBERGLASS LADDERS and Design	2,081,092	July 22, 1997
United States	SPACEMASTER	2,119,469	December 9, 1997
United States	SAFETY SMART FOR ELECTRICAL PROJECTS and Design	2,119,473	December 9, 1997
United States	SUREGRIP	2,140,314	March 3, 1998
United States	LEVEL PRO	2,422,204	January 16, 2001
United States	EDGE	2,433,390	March 6, 2001
United States	KELLER	2,490,782	September 18, 2001
United States	PUTTING PROJECTS IN REACH and Design	2,492,691	September 25, 2001
United States	WERNER PERFORMANCE SYSTEM	2,914,896	December 28, 2004
United States	WERNER PERFORMANCE SYSTEM and Design	2,971,658	July 19, 2005



<b>Jurisdiction</b>	<b>Trademark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>
United States	WERNER PERFORMANCE SYSTEM COLOR MATCH FOR LADDER PERFORMANCE. 200LBS. 225LBS. 250LBS. 300LBS. 375LBS. and Design	2,977,115	July 26, 2005
United States	STEPRIGHT	3,172,189	November 14, 2006
United States	ALDEK	646,605	June 4, 1957
United States	ALFLO	654,877	November 19, 1957
United States	TASK-MASTER	738,104	September 25, 1962
United States	ALUMA-PLANK	773,809	July 21, 1964
United States	SPILL-PROOF	780,033	November 10, 1964
United States	TOOL-TRA-TOP	796,092	September 14, 1965
United States	MIGHTY-LITE	799,224	November 23, 1965
United States	TWIST-PROOF	815,235	September 13, 1966
United States	WERNER and Design	833,191	August 8, 1967
United States	TWIST-PROOF	840,624	December 12, 1967
United States	SPIN-PROOF	871,006	June 10, 1969
United States	ALFLO and Design	946,935	November 7, 1972
United States	HOLSTERTOP	3,236,082	May 1, 2007
United Kingdom	ALFLO	897856	(August 2, 1966)
United Kingdom	ALFLO	901230	(November 3, 1966)
United Kingdom	ALFLO	916501	(October 30, 1967)
United Kingdom	ALDEK	925619	(May 22, 1968)
Sweden	ALFLO	121288	October 6, 1967
Spain	WERNER	1120800M7	January 5, 1988
Mexico	TOOL-TRA-TOP	505312	September 26, 1995
Mexico	TOOL-TRA-TOP	505313	September 26, 1995
Mexico	ALDEK	505385	September 26, 1995
Mexico	WERNER and Design	508194	October 26, 1995
Mexico	DESIGN ONLY	508195	October 26, 1995
Mexico	ALFLO	508766	October 27, 1995
Mexico	WERNER and Design	512338	December 06, 1995
Mexico	DESIGN ONLY	512339	December 06, 1995
Mexico	GUNTHER and Design	525693	July 12, 1996
Mexico	GUNTHER and Design	527431	July 30, 1996
Mexico	ALFLO	532066	September 26, 1996
Mexico	GUNTHER and Design	536057	November 18, 1996
Mexico	GUNTHER and Design	536058	November 18, 1996
Korea	WERNER and design	4005903340000	August 17, 2004
Italy	ALFLO	758181	August 31, 1998
Italy	ALDEK	758182	August 31, 1998
Germany	W and design	1028580	January 29, 1982
Germany	ALFLO	854319	February 3, 1969
Germany	ALDEK	866453	February 23, 1970
Germany	GUNTHER and design	996757	January 25, 1980
France	ALFLO	1344803	(February 28, 1986)
France	ALDEK	1344804	(February 28, 1986)
Canada	ALFLO	TMA110,463	June 6, 1958
Canada	ALDEK	TMA112,935	January 16, 1959
Canada	GUNTHER and Design	TMA243,115	April 11, 1980
Canada	GUNTHER W and Design	TMA256,365	February 27, 1981

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>
Canada	GUNTHER and Design	TMA256,366	February 27, 1981
Benelux	ALDEK	102756	(December 28, 1971)
Benelux	ALFLO	74463	(November 16, 1971)
Australia	ALDEK	204289	August 15, 1966
Australia	ALFLO	204290	August 15, 1966
Australia	ALUMA-PLANK	217972	March 26, 1968
Australia	ELECTRO-MASTER	346768	June 2, 1980
Australia	TOOL-TRA-TOP	346771	June 2, 1980
Australia	SAF-T-MASTER	372650	June 2, 1980