

**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 Technologies, Inc.		06/08/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Agent
Street Address:	20975 Swenson Drive
Internal Address:	Suite 200
City:	Waukesha
State/Country:	WISCONSIN
Postal Code:	53186
Entity Type:	National Banking Association: UNITED STATES

**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
Registration Number:	1775720	CONTRACTOR BUDDY
Registration Number:	1777637	TRUE GRIP

OP \$1140.00 1121289

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:	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:	0646605	ALDEK
Registration Number:	0654877	ALFLO
Registration Number:	0738104	TASK-MASTER
Registration Number:	0773809	ALUMA-PLANK
Registration Number:	0780033	SPILL-PROOF
Registration Number:	0796092	TOOL-TRA-TOP
Registration Number:	0799224	MIGHTY-LITE
Registration Number:	0815235	TWIST-PROOF
Registration Number:	0833191	WERNER
Registration Number:	0840624	TWIST-PROOF
Registration Number:	0871006	SPIN-PROOF
Registration Number:	0946935	ALFLO
Registration Number:	3236082	HOLSTERTOP
Registration Number:	2119473	SAFETY SMART FOR ELECTRICAL PROJECTS

Fax Number: (312)993-9767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312/876-7628  
Email: linda.kastner@lw.com  
Correspondent Name: Linda Kastner, c/o Latham & Watkins  
Address Line 1: 233 S. Wacker Drive  
Address Line 2: Suite 5800  
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Linda Kastner
Signature:	/lk/
Date:	06/12/2007

**Total Attachments: 8**  
source=wernertech.tsa#page1.tif  
source=wernertech.tsa#page2.tif  
source=wernertech.tsa#page3.tif  
source=wernertech.tsa#page4.tif  
source=wernertech.tsa#page5.tif  
source=wernertech.tsa#page6.tif  
source=wernertech.tsa#page7.tif  
source=wernertech.tsa#page8.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), is dated as of June 8, 2007, between Werner Technologies, Inc., a Delaware corporation, ("Assignor" and "Obligor"), and BANK OF AMERICA, N.A., a national banking association, as agent for the Lenders (as defined below) ("Assignee" and "Agent").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Werner Co., as borrower ("Borrower"), New Werner Holding Co., Inc. and Assignor, as Obligor, the financial institutions party thereto from time to time as lenders (collectively, the "Lenders") and Assignee (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to provide a credit facility to Borrower to finance part of the acquisition of substantially all of the assets of Werner Holdings Co. and certain of its affiliates, as debtors-in-possession (collectively, the "Target Company") in a sale pursuant to Section 363 of the Bankruptcy code (the "Sale Transaction"), to pay transaction fees and expenses and to finance their mutual and collective business enterprise and ongoing working capital needs, on the terms and conditions set forth in the Loan Agreement;

**WHEREAS**, pursuant to the Loan Agreement, to secure the prompt payment and performance of all Obligations, Assignor granted to Assignee, for the benefit of Secured Parties, a continuing security interest and Lien upon the Trademark Collateral (as hereinafter defined) of Assignor; and

**WHEREAS**, pursuant to the Loan Agreement, Assignor is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, the parties hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement. Additionally, the following terms shall have the following respective meanings:

**Trademarks:** all of the following of a Person: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names and other source or business identifiers (whether registered or unregistered), all registrations thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill connected with the use of and symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt payment and performance of all Obligations, Assignor hereby grants to Agent, for the benefit of Secured Parties, a continuing security interest and Lien upon all of the following Property of Assignor, whether now owned or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all Trademarks including those referred to on Schedule I hereto;
- (b) all accessions to, substitutions for, and all replacements, products, and cash and non-cash proceeds of the foregoing, including proceeds of and unearned premiums with respect to insurance policies, and claims against any Person for loss, damage or destruction of any Trademark Collateral; and
- (c) all books and records (including customer lists, files, correspondence, tapes, computer programs, print-outs and computer records) pertaining to the foregoing.

Notwithstanding anything herein to the contrary, in no event shall Assignor be deemed to have assigned a security interest in any contract, lease, license, intent-to-use trademark applications, intellectual property registered outside of the United States or other agreement (or equipment leased or financed pursuant thereto), which (i) by its terms or because of applicable law prohibits the creation or granting of a security interest therein (except to the extent such prohibition is unenforceable pursuant to the provisions of Article 9 of the applicable Uniform Commercial Code), or (ii) would otherwise result in the effective abandonment, invalidation or unenforceability of any right, title or interest of Assignor therein or give rise to a right of termination thereunder as a result thereof (collectively, the "Excluded Collateral"); provided, that (A) upon the reasonable request of the Assignee, Assignor shall use commercially reasonable efforts to promptly obtain consent to the granting of a security interest in the property described in (i) and (ii) above to the Assignee, and, at such time such consent is obtained, a security interest shall attach to such contract, lease, license, or other agreement and (B) such contract, lease, license or other agreement shall cease to be Excluded Collateral immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and, to the extent severable, Excluded Collateral shall not include any portion of such contract, lease, license or other agreement shall that does not result in any of the consequences specified in (i) or (ii) above; and provided, further that, notwithstanding the foregoing, the term "Collateral" shall include, and a security interest shall be granted in, any and all proceeds arising from such Excluded Collateral to the extent that the assignment or encumbering of such proceeds is not subject to the same enforceable prohibitions or restrictions

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Assignee, for the benefit of Secured Parties, pursuant to the Loan Agreement. Assignor hereby acknowledges and affirms that the rights and remedies of Assignee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. TERMINATION. On the Termination Date, this Trademark Security Agreement shall be automatically terminated.


5. RELEASE. Any release of the security interests created hereby in the Trademark Collateral shall be in conformance with Section 12.2.1 of the Loan Agreement.

6. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WERNER TECHNOLOGIES, INC.,  
as an Obligor and as Assignor

By:   
Name: Larry V. Friend  
Title: CEO and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent and Assignee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Authorized Signatory

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, Assignor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WERNER TECHNOLOGIES, INC.,  
as an Obligor and as Assignor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent and Assignee

By: Thomas H. Herron  
Name: Thomas H. Herron  
Its Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003559 FRAME: 0859**



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**WERNER TECHNOLOGIES, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS**

<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

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)
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