

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Werner Co.		06/08/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Black Diamond Commercial Finance, L.L.C.
<b>Street Address:</b>	One Sound Shore Drive
<b>Internal Address:</b>	Suite 203
<b>City:</b>	Greenwich
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06830
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	78820679	OLD BLUE
Serial Number:	78734276	X LADDERS
Serial Number:	78734269	X SERIES
Serial Number:	78789047	THE TRANSFORMER BY WERNER
Serial Number:	78832399	EXPANDER
Serial Number:	78820690	TOOLLASSO
Serial Number:	78820669	EVERLEVEL
Serial Number:	78820653	THE EQUALIZER
Serial Number:	78661900	LADDER CENTRAL

**CORRESPONDENCE DATA**

Fax Number: (917)777-2517  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-735-2517

CH \$240.00 78820679

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:	06/26/2007

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), is dated as of June 8, 2007, between Werner Co., a Delaware corporation ("Assignor"), and BLACK DIAMOND COMMERCIAL FINANCE, L.L.C., as agent for the Lenders (as defined below) ("Assignee").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Second Lien Loan and Security Agreement dated as of the date hereof by and among Assignor, as borrower, New Werner Holding Co., Inc. and Werner Technologies, Inc., as Obligors, the financial institutions and other entities 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 Assignor 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 in connection therewith 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 Assignee, 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 Assignee, 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 CO.,  
as Borrower and as Assignor

By: *Frank L. Jones*  
Name: *Frank L. Jones*  
Title: *CEO and Treasurer*

ACCEPTED AND ACKNOWLEDGED BY:

BLACK DIAMOND COMMERCIAL FINANCE, L.L.C.,  
as Agent and Assignee

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

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 003568 FRAME: 0317

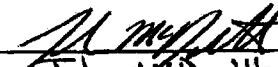
IN WITNESS WHEREOF, Assignor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WERNER CO.,  
as Borrower and as Assignor

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

ACCEPTED AND ACKNOWLEDGED BY:

BLACK DIAMOND COMMERCIAL FINANCE, L.L.C.,  
as Agent and Assignee

By:   
Name: John McDevitt  
Its Authorized Signatory

[Signature Page to Trademark Security Agreement]

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

**WERNER CO. TRADEMARK REGISTRATIONS AND APPLICATIONS**

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)
United States	OLD BLUE	(78-820,679)	(February 22, 2006)
United States	X LADDERS	(78-734,276)	(October 17, 2005)
United States	X SERIES	(78-734,269)	(October 17, 2005)
United States	THE TRANSFORMER BY WERNER and Design	(78-789,047)	(January 11, 2006)
United States	EXPANDER	(78-832,399)	(March 8, 2006)
United States	TOOLLASSO	(78-820,690)	(February 22, 2006)
United States	EVERLEVEL	(78-820,669)	(February 22, 2006)
United States	THE EQUALIZER	(78-820,653)	(February 22, 2006)
United States	LADDER CENTRAL	(78-661,900)	(June 30, 2005)
CTM	WERNER and design	(4958013)	(March 14, 2006)
Italy	ALDEK	(3689 2006 RM)	(June 21, 2006)
Italy	ALFLO	(3695 2006 RM)	(June 21, 2006)