

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.		04/28/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	135 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	646605	ALDEK
Registration Number:	654877	ALFLO
Registration Number:	946935	ALFLO
Registration Number:	773809	ALUMA-PLANK
Registration Number:	1665862	
Registration Number:	1775720	CONTRACTOR BUDDY
Registration Number:	1269865	GLAS*MARK
Registration Number:	1181821	GUNTHER
Registration Number:	1794481	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

OP \$1040.00 646605

Registration Number:	780033	SPILL-PROOF
Registration Number:	1853483	STOCKR'S LADDER
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:	1875034	SHU-LOK
Registration Number:	2081092	PRO-MASTER FIBERGLASS LADDERS
Registration Number:	2077173	LADDER POWER
Registration Number:	2077176	CERTIFIED WERNER LADDER SALES EXPERT
Registration Number:	2119473	SAFETY SMART FOR ELECTRICAL PROJECTS
Registration Number:	2119469	SPACEMASTER
Registration Number:	2422204	LEVEL PRO
Registration Number:	2433390	EDGE
Registration Number:	2490782	KELLER
Registration Number:	2492691	PUTTING PROJECTS IN REACH
Registration Number:	2977115	WERNER PERFORMANCE SYSTEM COLOR MATCH FOR LADDER PERFORMANCE. 200LBS. 225LBS. 250LBS. 300LBS. 375LBS.
Registration Number:	2971658	WERNER PERFORMANCE SYSTEM
Registration Number:	2914896	WERNER PERFORMANCE SYSTEM
Registration Number:	3172189	STEPRIGHT
Registration Number:	3236082	HOLSTERTOP

CORRESPONDENCE DATA

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 R. Kastner, c/o Latham & Watkins
Address Line 1: 233 S. Wacker Drive

TRADEMARK
REEL: 004531 FRAME: 0413

Address Line 2: Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Linda R. Kastner
Signature:	/lk/
Date:	04/29/2011

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), is dated as of April 28, 2011, between Werner Technologies, Inc., a Delaware corporation ("Assignor"), and BANK OF AMERICA, N.A., a national banking association, in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Werner Co., a Delaware corporation, as the borrower (the "Borrower"), New Werner Holding Co., Inc., a Delaware corporation ("Holdings"), each lender from time to time party thereto (collectively, the "Lenders") and Administrative Agent (including all annexes, exhibits and schedules thereto, and as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed, subject to the satisfaction of certain conditions precedent, to make Loans (as defined in the Credit Agreement) and provide other financial accommodations pursuant to the Credit Agreement (including the issuance of Letters of Credit (as defined in the Credit Agreement));

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among the Borrower, Assignor, Holdings, the Subsidiaries of the Borrower party thereto from time to time and the Administrative Agent (including all annexes, exhibits and schedules thereto, and as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to secure the prompt payment and performance of the Obligations (as defined in the Credit Agreement), Assignor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right of set off against, the Trademark Collateral (as hereinafter defined) of Assignor; and

WHEREAS, pursuant to the Security Agreement, Assignor is required to execute and deliver to Administrative 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 Security Agreement.

"IP Ancillary Rights" means, with respect to any Intellectual Property, as applicable, all foreign counterparts to such Intellectual Property and all income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation,

dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other IP Ancillary Right.

"Trademarks" means all trademarks, trade names, trade styles, service marks, logos and other source identifiers and, in each case, all goodwill associated therewith, all registrations, recordations and renewals thereof, and all applications in connection therewith and all IP Ancillary Rights with respect to any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, Assignor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and right of set off against, any and all right, title and interest of Assignor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the "Trademark Collateral"):

- (a) all Trademarks, including those referred to on Schedule I hereto;
- (b) all books, records, writings, databases, information and other property relating to, used or useful in connection with, or evidencing, embodying, incorporating or referring to any of the foregoing, and
- (c) all Proceeds, products, offspring, rents, issues, profits and returns of and from any of the foregoing.

Notwithstanding anything herein to the contrary, this Trademark Security Agreement shall not constitute a grant of security interest in (i) Excluded Property (including any Trademark or service mark application filed in the United States Patent and Trademark Office on the basis of the applicants' intent to use such mark prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto (but only until such statement or amendment is filed)) or (ii) assets to the extent the granting of a security interest would be prohibited by applicable Law or regulations; provided, however, that (x) Excluded Property shall not include any proceeds of any item described in the definition of Excluded Property, (y) at the request of Administrative Agent, Assignor agrees to use commercially reasonable efforts to obtain any required consents that are reasonably obtainable with respect to liens on the assets described in clauses (c) and (d) of the definition of Excluded Property in the Security Agreement which the Administrative Agent reasonably determines to be material and (z) any item described in the definition of Excluded Property that at any time ceases to satisfy the criteria for Excluded Property (whether as a result of Assignor obtaining any necessary consent, any change in any rule of law, statute or regulation, or otherwise), shall no longer be Excluded Property.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Assignor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are

more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. TERMINATION. Upon the termination of the Aggregate Commitments and payment in full of all Secured Obligations (other than (A) contingent indemnification obligations and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreement as to which arrangements satisfactory to the applicable Cash Management Bank or Hedge Bank, as applicable, shall have been made) and the expiration or termination of all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to the Administrative Agent and the L/C Issuer shall have been made), 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 Sections 7(e) and 9 of the Security Agreement.

6. APPLICABLE LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Trademark Security Agreement to produce or account for more than one such counterpart.

[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
Assignor

By: 
Name: Geoffrey R. Hartenstein
Title: Secretary and General Counsel

[Signature Page to Werner Technologies, Inc. Trademark Security Agreement]

TRADEMARK
REEL: 004531 FRAME: 0418

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

U.S. ISSUED TRADEMARKS AND TRADEMARK APPLICATIONS

U.S. ISSUED TRADEMARK

<u>Loan Party</u>	<u>Title</u>	<u>Filing Date/ Issued Date</u>	<u>Jurisdiction</u>	<u>Application/ Registration No.</u>
Werner Technologies Inc.	ALDEK	06/04/2007	United States	646,605
Werner Technologies Inc.	ALFLO	11/19/2007	United States	654,877
Werner Technologies Inc.	ALFLO and Design	11/07/2002	United States	946,935
Werner Technologies Inc.	ALUMA-PLANK	07/21/2004	United States	773,809
Werner Technologies Inc.	Blue and Yellow	11/26/2001	United States	1,665,862
Werner Technologies Inc.	CONTRACTOR BUDDY	06/08/2003	United States	1,775,720
Werner Technologies Inc.	GLAS*MARK	03/13/2004	United States	1,269,865
Werner Technologies Inc.	GUNTHER and Extension Ladder Design	12/15/2001	United States	1,181,821
Werner Technologies Inc.	All American Ladder	09/21/1993	United States	1,794,481
Werner Technologies Inc.	LEVEL-MASTER	05/25/2003	United States	1,773,397
Werner Technologies Inc.	MIGHTY-LITE	11/23/2005	United States	799,224
Werner Technologies Inc.	MULTI-LOK	01/02/2010	United States	1,574,348

<u>Loan Party</u>	<u>Title</u>	<u>Filing Date/ Issued Date</u>	<u>Jurisdiction</u>	<u>Application/ Registration No.</u>
Werner Technologies Inc.	A NAME YOU CAN STAND ON	06/29/2002	United States	1,199,286
Werner Technologies Inc.	SNAP-UP	04/30/2005	United States	1,332,840
Werner Technologies Inc.	SPILL-PROOF	11/10/2004	United States	780,033
Werner Technologies Inc.	Stock's Ladder	09/13/2004	United States	1,853,483
Werner Technologies Inc.	TASK-MASTER	09/25/2002	United States	738,104
Werner Technologies Inc.	TOOL-TRA-TOP	09/14/2005	United States	796,092
Werner Technologies Inc.	TRACTION-TRED	09/09/2010	United States	1,139,372
Werner Technologies Inc.	TRUE GRIP	06/23/2003	United States	1,777,637
Werner Technologies Inc.	URNS EMPTY SPACE INTO STORAGE SPACE!	12/28/2003	United States	1,813,378
Werner Technologies Inc.	URNS EMPTY SPACE INTO STORAGE SPACE!	01/04/2004	United States	1,814,958
Werner Technologies Inc.	TWIST-PROOF	09/13/2006	United States	815,235
Werner Technologies Inc.	TWIST-PROOF	12/12/2007	United States	840,624
Werner Technologies Inc.	Twist-Proof and Design	11/11/2006	United States	1,416,401
Werner Technologies Inc.	WERNER Oval Design	08/08/2007	United States	833,191
Werner Technologies Inc.	SHU-LOK	01/24/2005	United States	1,875,034

<u>Loan Party</u>	<u>Title</u>	<u>Filing Date/ Issued Date</u>	<u>Jurisdiction</u>	<u>Application/ Registration No.</u>
Werner Technologies Inc.	PRO-MASTER and Design	07/22/2007	United States	2,081,092
Werner Technologies Inc.	LADDER POWER	07/08/2007	United States	2,077,173
Werner Technologies Inc.	CERTIFIED WERNER LADDER SALES EXPERT	07/08/2007	United States	2,077,176
Werner Technologies Inc.	SAFETY SMART FOR ELECTRICAL PROJECTS and Design	12/09/2007	United States	2,119,473
Werner Technologies Inc.	SpaceMaster	12/09/2007	United States	2,119,469
Werner Technologies Inc.	Level Pro	12/28/2010	United States	2,422,204
Werner Technologies Inc.	EDGE		United States	2,433,390
Werner Technologies Inc.	Keller (Design)	09/18/2001	United States	2,490,782
Werner Technologies Inc.	Putting Projects in Reach (Design)	09/25/2001	United States	2,492,691
Werner Technologies Inc.	Werner Performance System Color Match Design	07/26/2005	United States	2,977,115
Werner Technologies Inc.	Werner (Oval) Performance System Star Design	07/19/2005	United States	2,971,658
Werner Technologies Inc.	Werner Performance System	12/28/2004	United States	2,914,896
Werner Technologies Inc.	StepRight	11/14/2006	United States	3,172,189

<u>Loan Party</u>	<u>Title</u>	<u>Filing Date/ Issued Date</u>	<u>Jurisdiction</u>	<u>Application/ Registration No.</u>
Werner Technologies Inc.	Holster Top	05/01/2007	United States	3,236,082

U.S. TRADEMARK APPLICATIONS

None.