

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		04/28/2011	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Werner Co.
Street Address:	93 Werner Road
City:	Greenville
State/Country:	PENNSYLVANIA
Postal Code:	16125
Entity Type:	CORPORATION: 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: (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

900190748

**TRADEMARK
 REEL: 004532 FRAME: 0564**

OP \$240.00 78820679

Correspondent Name: Linda R. 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 R. Kastner
Signature:	/lk/
Date:	05/02/2011

Total Attachments: 4
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of April 28 2011 (this "Release"), is made by BANK OF AMERICA, N.A., a national banking association, as agent for the Lenders (as defined below), located at 20975 Swenson Drive, Suite 200, Waukesha, Wisconsin, 53186 (the "Assignor" and "Agent"), in favor of WERNER CO., a Delaware corporation, located at 93 Werner Road, Greenville, Pennsylvania, 16125 (the "Assignee" and "Obligor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement (as defined below).

WITNESSETH

WHEREAS, the Assignee, the financial institutions which were or which thereafter became a party thereto (the "Lenders") and the Assignor as an agent for Lenders, are parties to that certain Loan and Security Agreement, dated as of June 8, 2007 (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement");

WHEREAS, the Assignee and the Assignor as an agent for Lenders are parties to that certain Trademark Security Agreement, dated as of June 8, 2007 (the "Trademark Security Agreement");

WHEREAS, to secure the prompt payment and performance of all Obligations, Assignee, pursuant to the Loan Agreement and Trademark Security Agreement, granted to the Agent, for the benefit of Secured Parties, a continuing security interest and Lien upon the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 12, 2007 at Reel/Frame No. 003559/0824; and

WHEREAS, the Assignor and the Assignee desire that the Assignor terminate, release and fully discharge its continuing security interest in and Lien upon the Trademark Collateral, including but not limited to the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Assignor hereby terminates, releases and discharges fully its continuing security interest in and Lien upon the Trademark Collateral, including but not limited to the Trademarks on Schedule A hereto, and reassigns and transfers to Assignee any right, title and interest that the Assignor may have in, to or under the Trademark Collateral, including but not limited to the Trademarks on Schedule A hereto.

The Assignor hereby authorizes the Assignee or the Assignee's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments for termination with the applicable filing office in order to memorialize the release of the security interest of the Assignor in the Trademark

Collateral, including but not limited to the Trademarks on Schedule A hereto and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Assignor further agrees to execute and deliver to the Assignee any and all further documents and instruments, and do any and all further acts which the Assignee (or their agents or designees) reasonably request (at the Assignee's sole cost and expense) in order to confirm this Release and the Assignee's right, title, and interest in or to the Trademark Collateral, including but not limited to the Trademarks on Schedule A hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its officer thereunto duly authorized as of the date first written above.

BANK OF AMERICA, N.A.

By: *Thomas H. Keller*
Name: *Thomas H. Keller*
Title: *Senior Vice President*

[Release of Security Interest in Trademarks/Werner Co.]

TRADEMARK
REEL: 004532 FRAME: 0568

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

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)