

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.		09/28/2012	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: 1			
Property Type	Number	Word Mark	
Serial Number:	85551878	WERNER	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda Ruth 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:	09/28/2012		

OP \$40.00 85551878

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), is dated as of September 28, 2012, 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 Amended and Restated Credit Agreement dated as of the date hereof by and among Werner Co., a Delaware corporation (the "Company"), and Werner International POC GmbH, a limited liability company incorporated and existing under the laws of Switzerland, as borrowers, 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 April 28, 2011 by and among the Company, Assignor, Holdings, the Subsidiaries of the Company 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 Agreements 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.

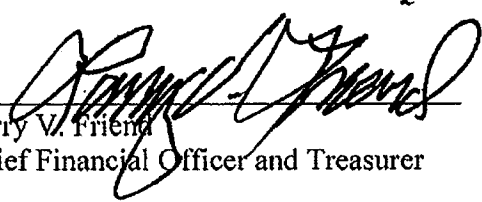
6. APPLICABLE LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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: Larry V. Friend
Title: Chief Financial Officer and Treasurer

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

TRADEMARK
REEL: 004869 FRAME: 0495

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Administrative Agent

By: 
Name: Anthony W. Kell
Its: Assistant Vice President

**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.	Werner (oval)	2/24/12	United States	85551878