



## Trademarks and Trademark Licenses (cont'd)

**WIP Technologies, Inc.**

Trademarks	Registration Numbers/ Serial Numbers	Jurisdiction
3-WAY-TRA	915/991	United States of America
3-WAY-TRA and Design	919,086	United States of America
A NAME YOU CAN STAND ON	1,199,286	United States of America
ALDEK	646,605	United States of America
ALDEK and Design	946,936	United States of America
ALFLO	654,877	United States of America
ALFLO and Design	946,935	United States of America
AL ALL AMERICAN LADDER (Flag Design)	1,819,679	United States of America
AL ALL AMERICAN LADDER (Flag Design)	1,819,949	United States of America
ALL AMERICAN LADDER (Stylized)	1,850,194	United States of America
ALUMA-BOARD and Design	1,293,887	United States of America
ALUMA-PLANK	773,809	United States of America
ALUMA-PLANK and Design	947,346	United States of America
ALUMILADDER	593,162	United States of America
ATTIC MASTER (aluminum)	1,811,839	United States of America
ATTIC MASTER (wood)	1,770,096	United States of America
Blue and Yellow Design	1,665,862	United States of America
CLIMB WITH THE BEST!	1,824,088	United States of America
CLIMB WITH THE BEST!	1,822,799	United States of America
CONSTANCE HELPER (stylized)	764,811	United States of America
CONTRACTOR BUDDY	1,775,720	United States of America
CRAFT-MASTER	719,404	United States of America
DUTY-MASTER	719,405	United States of America
ELECTRO-MASTER	1,033,911	United States of America
GLAS*MARK	1,269,865	United States of America
GUNTHER	1,121,289	United States of America
GUNTHER	1,183,864	United States of America
GUNTHER and Design	1,125,915	United States of America

## Trademarks and Trademark Licenses (cont'd)

**WIP Technologies, Inc.** (cont'd)

Trademarks	Registration Numbers/ Serial Numbers	Jurisdiction
W GUNTHER and Design	1,181,821	United States of America
GUNTHER and Design	1,185,878	United States of America
W GUNTHER and Design	1,270,257	United States of America
W GUNTHER and Design	1,154,515	United States of America
GUNTHER'S CASTLE	1,822,798	United States of America
GUNTHER/ASTRONAUT and Design	1,817,717	United States of America
ASTRONAUT GUNTHER and Design	1,819,944	United States of America
THE SPACE MASTER GUNTHER ASTRONAUT W and Design	1,844,079	United States of America
THE SPACE MASTER W GUNTHER ASTRONAUT and Design	1,817,954	United States of America
JOB-MASTER	958,677	United States of America
LADDER-CINCH	1,858,622	United States of America
LEVEL-MASTER	1,773,397	United States of America
MIGHTY LITE and Design	949,992	United States of America
MIGHTY-LITE	799,224	United States of America
MULTI-LOK	1,574,348	United States of America
MULTI-MASTER	1,504,593	United States of America
PENGUIN	2,179,664	United States of America
PENGUIN PLATFORM LADDER	2,179,553	United States of America
SAF-T-MASTER	719,406	United States of America
SAF-T-MATE and Design	947,347	United States of America
SHU-LOK	1,875,034	United States of America
SNAP-UP	1,332,840	United States of America
SPACEMASTER	2,119,469	United States of America
SPILL-PROOF	780,033	United States of America
SPIN-PROOF	871,006	United States of America
STA SAFE and Design	801,061	United States of America
STOCKR'S LADDER	1,853,483	United States of America
SWEDGE-MASTER	1,983,247	United States of America
TASK-MASTER	738,104	United States of America
TASK-MASTER and Design	967,774	United States of America

## Trademarks and Trademark Licenses (cont'd)

**WIP Technologies, Inc.** (cont'd)

Trademarks	Registration Numbers/ Serial Numbers	Jurisdiction
TOOL-TRA-TOP	796,092	United States of America
TRACTION-TRED	1,139,372	United States of America
TRUE GRIP	1,777,637	United States of America
URNS EMPTY SPACE INTO STORAGE SPACE!	1,813,378	United States of America
URNS EMPTY SPACE INTO STORAGE SPACE!	1,814,958	United States of America
TWIST-PROOF	815,235	United States of America
TWIST-PROOF	840,624	United States of America
TWIST PROOF and Design	808,637	United States of America
TWIST-PROOF and Design	808,638	United States of America
Twist-Proof Design	1,416,401	United States of America
UNI-RIM	773,486	United States of America
WA and Design	722,351	United States of America
WERNER and Design	1,827,202	United States of America
WERNER and Oval Design	833,191	United States of America
WRAP-LOC	1,830,143	United States of America

**ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of Werner Co., a Pennsylvania corporation with principal offices at 93 Werner Road, Greenville, PA 16125-9499, and WIP Technologies, Inc., a Delaware corporation with principal offices at 1105 North Market Street, Suite 1300, P.O. Box 8985, Wilmington, DE 19899-8985 (each an "Assignor" and, together, the "Assignors"), hereby assigns and grants to Bankers Trust Company, as Administrative Agent, with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of each Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of each Assignor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

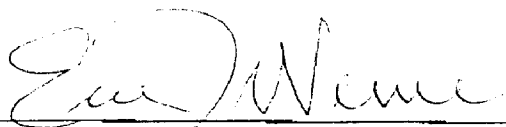
THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignors, as such term is defined in the Security Agreement among the Assignors, the other assignors from time to time party thereto and the Assignee, dated as of November 24, 1997 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the termination date (as set forth in Section 21 of the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to each Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


\* \* \*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of  
the 26th day of January 2000

WERNER CO., Assignor

By:   
Name: Eric J. Werner  
Title: Secretary and General Counsel

WIP TECHNOLOGIES, INC., Assignor

By:   
Name: Eric J. Werner  
Title: Secretary and General Counsel

BANKERS TRUST COMPANY,  
as Administrative Agent and Assignee

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of

the 26<sup>th</sup> day of January, 2000.

WERNER CO., Assignor

By: \_\_\_\_\_

Name:

Title:

WIP TECHNOLOGIES, INC., Assignor

By: \_\_\_\_\_

Name:

Title:

BANKERS TRUST COMPANY,  
as Administrative Agent and Assignee

By: Mary Kay Coyle

Name:

Title:


**MARY KAY COYLE**  
Managing Director



PENNSYLVANIA  
STATE OF ~~NEW YORK~~ )  
MERCER ) ss.:  
COUNTY OF ~~NEW YORK~~ )

On this 26th day of January, 2000, before me personally came \_\_\_\_\_

Eric J. Werner who, being by me duly sworn, did state as follows: that [s]he is Secretary and General Counsel of WIP Technologies, Inc., that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

  
Notary Public


Notarial Seal  
Paula A. Larsen, Notary Public  
Clark Boro, Mercer County  
My Commission Expires July 27, 2002

(ii)

PENNSYLVANIA  
STATE OF NEW YORK )  
MERCER ) ss.:  
COUNTY OF NEW YORK )

On this 26th day of January, 2000 before me personally came \_\_\_\_\_

Eric J. Werner who, being by me duly sworn, did state as follows: that [s]he is Secretary and General Counsel of Werner Co., that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

  
Notary Public

Notarial Seal  
Paula A. Larsen, Notary Public  
Clark Boro, Mercer County  
My Commission Expires July 27, 2002

(iii)

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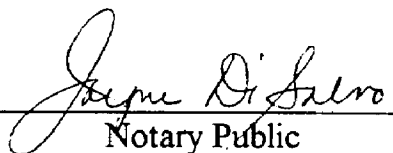
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FROM WHITE & CASE FAX DEPARTMENT

TRADEMARK  
REEL: 002052 FRAME: 0110

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NEW YORK )

On this 26TH day of JANUARY, 2000, before me personally came \_\_\_\_\_  
MARY KAY COYLE who, being by me duly sworn, did state as follows: that [s]he is  
MANAGING DIRECTOR of Bankers Trust Company that [s]he is authorized to execute the  
foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the  
Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public

JAYNE DISALVO  
NOTARY PUBLIC, State of New York  
No. 41-4760803  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires NOVEMBER 30, 2000

(iv)