

Form PTO-1594
(rev 06/04)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

Werner Co.
93 Werner Road
Greenville, PA 16125

- Individual(s)
- General Partnership
- Corporation
- Other

- Association
- Limited Partnership

Citizenship Pennsylvania
Execution Date(s) May 10, 2005

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No

Name: Credit Suisse First Boston, acting through its Cayman Islands branch

Internal Address: Attention: Agency Group
Street Address: Eleven Madison Avenue

City: New York

State: NY

Country: USA Zip: 10010

- Association – Citizenship
- General Partnership – Citizenship
- Limited Partnership – Citizenship
- Corporation – Citizenship Switzerland
- Other
- Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

3. Nature of conveyance:

- Assignment
- Security Agreement
- Government Interest Assignment
- Other Trademark Security Agreement

- Merger
- Change of Name

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

76472987 76472988 78486771
78539003

B. Trademark Registration No(s).

2914896

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Jonathan Seiden, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-3697
Fax: (212) 735-3697
JSeiden@skadden.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 1.21(h) and 3.41) \$40

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 217730/1892)

8. Payment Information

Deposit Account No. 19-2385
Authorized user Name: Philip H. Bartels

9. Signature.



Signature

Jonathan Seiden, Esq.

Name of Person Signing

June 7, 2005

Date

Total number of pages including cover sheet, and documents:

8

CHI \$200.00 192385 76472987

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of May 10, 2005 is made by Werner Co., a Pennsylvania corporation (the "Obligor"), in favor of Credit Suisse First Boston, acting through its Cayman Islands branch ("CSFB"), as administrative agent (together with its successors in such capacity, the "Administrative Agent") for the several lenders (the "Lenders") from time to time parties to the Credit Agreement, dated as of May 10, 2005 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Werner Holding Co. (DE), Inc., a Delaware corporation and parent of Obligor ("Borrower"), the Lenders, the Administrative Agent, CSFB, as joint bookrunner and joint lead arranger, and Morgan Stanley Funding, Inc., as joint book runner and joint lead arranger.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Term Loans to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Collateral Agreement, dated as of May 10, 2005, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Term Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Collateral Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States

Patent and Trademark office. The security interest granted hereby has been granted to the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

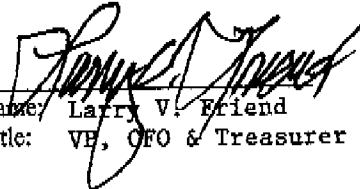
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Intercreditor Agreement. REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF MAY 10, 2005 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG THE BORROWER, WERNER HOLDING CO. (PA), INC., THE SUBSIDIARIES OF THE BORROWER PARTY THERETO, JPMORGAN CHASE BANK, AS FIRST LIEN ADMINISTRATIVE AGENT (AS DEFINED THEREIN), AND CREDIT SUISSE FIRST BOSTON, ACTING THROUGH ITS CAYMAN ISLANDS BRANCH, AS SECOND LIEN ADMINISTRATIVE AGENT (AS DEFINED THEREIN). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

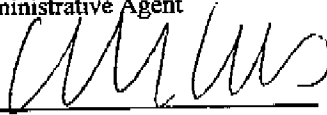
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IN WITNESS WHEREOF, this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

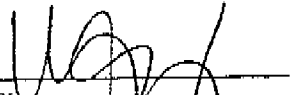
WERNER CO.

By: 
Name: Larry V. Friend
Title: VP, CFO & Treasurer

CREDIT SUISSE FIRST BOSTON,
acting through its Cayman Islands branch,
as Administrative Agent

By: 

Name: ROBERT HETU
Title: DIRECTOR

By: 

Name: VANESSA GOMEZ
Title: VICE PRESIDENT

Schedule A to Werner Co. Trademark Security Agreement

Argentina

Reg. No. 1,437,526; Werner (Logo) and Design
Reg. No. 1,437,527; Werner (Oval) and Design
Reg. No. 1,503,029; Alfio
Reg. No. 1,144,820; Aldek
Reg. No. 1,934,032; Werner (Oval) and Design
Reg. No. 1,934,031; Werner (Logo) and Design

Australia

Reg. No. A204,289; Aldek
Reg. No. A204,290; Alfio
Reg. No. A217,972; Alumna-Plank
Reg. No. A346,768; Electro-Master
Reg. No. A372,650; Saf-T-Master
Reg. No. B346,771; Tool-Tra-Top

Benelux

Reg. No. 102,756; Aldek
Reg. No. 74,463; Alfio

Brazil

Reg. No. 817,163,492; Gunther and Stepladder Design
Reg. No. 7,545,908; Alfio
Reg. No. 817,646,400; Werner
Reg. No. 820,266,108; Werner (Oval) and Design

Canada

Reg. No. 112,935; Aldek
Reg. No. 110,463; Alfio
Reg. No. 243,115; Gunther and Design
Reg. No. 256,365; Gunther and Extension Ladder Design
Reg. No. 256,366; Gunther and Stepladder Design

Chile

Reg. No. 606,391; Electro-Master
Reg. No. 606,390; Gunther and Extension Ladder Design
Reg. No. 606,388; Gunther and Stepladder Design
Reg. No. 606,392; Werner Oval and Design

Colombia

Reg. No. 111,106; Gunther and Extension Ladder Design
Reg. No. 242,371; Werner Oval and Design
Reg. No. 242,373; Alfio
Reg. No. 242,370; Werner Oval and Design
Reg. No. 242,372; Alfio

Ecuador

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Reg. No. 22,766-03; Werner Oval and Design
Reg. No. 22,765-03; Werner Oval and Design

France

Reg. No. 1,344,804; Aldek
Reg. No. 1,344,803; Alflo

Germany

Reg. No. 854,319; Alflo
Reg. No. 1,028,580; Gunther and Stepladder Design

Indonesia

Reg. No. 543,902; ALFLO
Reg. No. 543,903; ALFLO
Reg. No. 543,900; Werner Oval and Design
Reg. No. 543,901; Werner Oval and Design

India

Reg. No. 845,692; Werner Oval and Design

Italy

Reg. No. 758,182; Aldek
Reg. No. 758,181; Alflo

Mexico

Reg. No. 508,766; Alflo
Reg. No. 505,385; Aldek
Reg. No. 512,338; Werner (Oval) and Design
Reg. No. 512,339; Twist-Proof and Design
Reg. No. 505,312; Tool-Tra-Top
Reg. No. 525,693; Gunther and Stepladder Design
Reg. No. 527,431; Gunther and Extension Ladder Design
Reg. No. 505,313; Tool-Tra-Top
Reg. No. 508,195; Twist-Proof and Design
Reg. No. 508,194; Werner (Oval) and Design
Reg. No. 532,066; Alflo
Reg. No. 536,058; Gunther and Extension Ladder Design
Reg. No. 536,057; Gunther and Stepladder Design
Reg. No. 505,386; Aldek

New Zealand

Reg. No. B81,628; Aldek
Reg. No. B81,627; Alflo
Reg. No. B224,954; Werner (Oval) and Design

Philippines

Reg. No. 36,912; Alflo

Portugal**TRADEMARK****REEL: 003127 FRAME: 0614**

Reg. No. 232,789; Werner
Reg. No. 232,790; Werner

Peoples Republic of China

Reg. No. 824,689; Werner (Oval) and Design
Reg. No. 820,857; Werner (Oval) and Design
Reg. No. 820,752; Werner (Oval) and Design

Republic of Korea

Reg. No. 590,334; Werner Oval and Design

Singapore

Reg. No. T95/08312D; Werner (Oval) and Design
Reg. No. T95/08313B; Werner (Oval) and Design

Spain

Reg. No. 1,120,800; Werner (Oval) and Design

Taiwan

Reg. No. 670,971; Werner (Oval) and Design
Reg. No. 660,366; Werner (Oval) and Design
Reg. No. 664,777; Werner (Oval) and Design

Thailand

Reg. No. 181,504; Werner Oval and Design
Reg. No. 185,299; Werner Oval and Design
Reg. No. 181,754; ALFLO
Reg. No. 181,177; ALFLO
Reg. No. 177,356; ALDEK

United Kingdom

Reg. No. 925,619; Aldek
Reg. No. 897,856; Alflo
Reg. No. 901,230; Alflo
Reg. No. 916,501; Alflo
Reg. No. 1,134,922; Gunther and Design

United States

Reg. No. 2,914,896; Werner Performance System

United States Pending Trademark Applications

App. No. 76/472987; Werner Performance System Color Match for Ladder Performance and Design
App. No. 76/472988; Werner Performance System and Design
App. No. 78/486771; Inreach
App. No. 78/539003; Stand Strong

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RECORDED: 06/07/2005

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