

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Werner Holding Co. (DE), Inc.		06/08/2007	CORPORATION: DELAWARE
Werner Holding Co. (PA), Inc.		06/08/2007	CORPORATION: PENNSYLVANIA
Werner Co.		06/08/2007	CORPORATION: PENNSYLVANIA
WIP Technologies, Inc.		06/08/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Werner Co.
Street Address:	93 Werner Rd.
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: (917)777-2517

900079027

TRADEMARK
REEL: 003558 FRAME: 0886

CH \$240.00 78820679

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-735-2517
Email: oepstein@skadden.com
Correspondent Name: Oren Epstein
Address Line 1: 4 Times Square
Address Line 2: 30-112
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	077370/12
NAME OF SUBMITTER:	Oren Epstein
Signature:	/oe/
Date:	06/11/2007

Total Attachments: 5

source=Trademark Assignment Werner Co#page1.tif
source=Trademark Assignment Werner Co#page2.tif
source=Trademark Assignment Werner Co#page3.tif
source=Trademark Assignment Werner Co#page4.tif
source=Trademark Assignment Werner Co#page5.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of June 8, 2007 (this "Assignment"), by and among Werner Holding Co. (DE), Inc., a Delaware corporation ("Werner Holdings"), Werner Holding Co. (PA), Inc., a Pennsylvania corporation ("Werner PA"), Werner Co., a Pennsylvania corporation ("Werner"), WIP Technologies, Inc., a Delaware corporation ("WIP," collectively with Werner Holdings, Werner PA and Werner, "Assignors"), and Werner Co., a Delaware corporation ("Assignee").

WHEREAS, Assignors, New Werner Holding Co., Inc. f/k/a New Werner Holding (DE), LLC ("Buyer"), and the other parties named therein have entered into an Asset Purchase Agreement, dated as of March 20, 2007 (as amended by the Amendment to Asset Purchase Agreement dated as of April 5, 2007 and the Amendment No. 2 to Asset Purchase Agreement dated as of April 23, 2007, the "Asset Purchase Agreement");

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignors have agreed to sell, assign, convey, transfer and deliver the Purchased Assets to Buyer, and Buyer has agreed to purchase and acquire the Purchased Assets upon the terms and subject to the conditions of the Asset Purchase Agreement;

WHEREAS, pursuant to Section 11.5 of the Asset Purchase Agreement, Buyer has assigned to its affiliate, Assignee, the right to take title to all of Assignors' right, title and interest in, to or under certain Purchased Assets, including the Marks (as defined below); and

WHEREAS, in accordance with the above and pursuant to the Asset Purchase Agreement, Assignors wish to sell, transfer, assign, convey and deliver to Assignee, and Assignee wishes to purchase and acquire from Assignors, all of Assignors' right, title and interest in, to or under the trademark applications set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith and the business to which such marks pertain, (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, transfer, assign, convey and deliver to Assignee, its successors, assigns, and legal representatives their entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all goodwill associated therewith and the business to which such Marks pertain, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with all income, royalties, damages, claims, and payments with respect thereto due or payable as of the Closing Date or thereafter, and in and to all causes of action, including, without limitation, all causes of action (either in law or equity) and claims for

damages by reason of past, present or future infringement, dilution or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Section 2.6 of the Asset Purchase Agreement is hereby incorporated herein by reference.

Assignors hereby authorize and request the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the entire right, title and interest in and to the Marks.

* * * * *

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives effective as of the Closing Date.

ASSIGNORS:

WERNER HOLDINGS CO. (DE), INC.

By: 

Name: LARRY V. FRIEND

Title: SR VP & CFO

WERNER HOLDING CO. (VA), INC.

By: 

Name: LARRY V. FRIEND

Title: SR VP & CFO

WERNER CO.

By: 

Name: LARRY V. FRIEND

Title: SR VP & CFO

WIP TECHNOLOGIES, INC.

By: 

Name: LARRY V. FRIEND

Title: SR VP & CFO

ASSIGNEE:

WERNER CO.

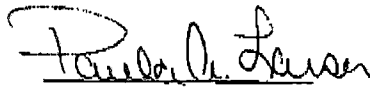
By: 

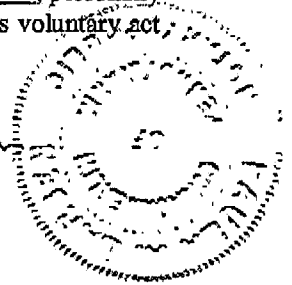
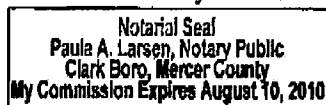
Name: GEOFFREY R. HARTENSTEIN

Title: SECRETARY

STATE OF PENNSYLVANIA)
) SS.
COUNTY OF MERCER)

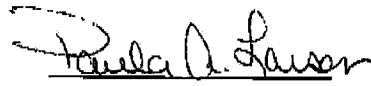
On this 5th day of June 2007, there appeared before me Larry V. Friend, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Assignors.

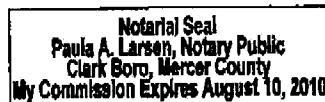

Notary Public



STATE OF PENNSYLVANIA)
) SS.
COUNTY OF MERCER)

On this 5th day of June 2007, there appeared before me Geoffrey R. Hartenstein, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Assignee.


Notary Public



[Signature Page to Trademark Assignment - ITU's]

SCHEDULE A

TRADEMARKS

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)