

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. | | 06/08/2007 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|---|
| Name: | Bank of America, N.A., as Agent |
| Street Address: | 20975 Swenson Drive |
| Internal Address: | Suite 200 |
| City: | Waukesha |
| State/Country: | WISCONSIN |
| Postal Code: | 53186 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 45

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------|
| Registration Number: | 1121289 | GUNTHER |
| Registration Number: | 1125915 | GUNTHER |
| Registration Number: | 1139372 | TRACTION-TRED |
| Registration Number: | 1181821 | GUNTHER |
| Registration Number: | 1199286 | A NAME YOU CAN STAND ON |
| Registration Number: | 1269865 | GLAS*MARK |
| Registration Number: | 1416401 | |
| Registration Number: | 1504593 | MULTI-MASTER |
| Registration Number: | 1574348 | MULTI-LOK |
| Registration Number: | 1665862 | |
| Registration Number: | 1773397 | LEVEL-MASTER |
| Registration Number: | 1775720 | CONTRACTOR BUDDY |
| Registration Number: | 1777637 | TRUE GRIP |

OP \$1140.00 1121289

| | | |
|----------------------|---------|---|
| Registration Number: | 1794481 | ALL AMERICAN LADDER |
| Registration Number: | 1813378 | TURNS EMPTY SPACE INTO STORAGE SPACE! |
| Registration Number: | 1814958 | TURNS EMPTY SPACE INTO STORAGE SPACE! |
| Registration Number: | 1853483 | STOCKR'S LADDER |
| Registration Number: | 1875034 | SHU-LOK |
| Registration Number: | 2077173 | LADDER POWER |
| Registration Number: | 2077176 | CERTIFIED WERNER LADDER SALES EXPERT |
| Registration Number: | 2081092 | PRO-MASTER FIBERGLASS LADDERS |
| Registration Number: | 2119469 | SPACEMASTER |
| Registration Number: | 2140314 | SUREGRIP |
| Registration Number: | 2422204 | LEVEL PRO |
| Registration Number: | 2433390 | EDGE |
| Registration Number: | 2490782 | KELLER |
| Registration Number: | 2492691 | PUTTING PROJECTS IN REACH |
| Registration Number: | 2914896 | WERNER PERFORMANCE SYSTEM |
| Registration Number: | 2971658 | WERNER PERFORMANCE SYSTEM |
| Registration Number: | 2977115 | WERNER PERFORMANCE SYSTEM COLOR MATCH FOR LADDER PERFORMANCE. 200LBS. 225LBS. 250LBS. 300LBS. 375LBS. |
| Registration Number: | 3172189 | STEPRIGHT |
| Registration Number: | 0646605 | ALDEK |
| Registration Number: | 0654877 | ALFLO |
| Registration Number: | 0738104 | TASK-MASTER |
| Registration Number: | 0773809 | ALUMA-PLANK |
| Registration Number: | 0780033 | SPILL-PROOF |
| Registration Number: | 0796092 | TOOL-TRA-TOP |
| Registration Number: | 0799224 | MIGHTY-LITE |
| Registration Number: | 0815235 | TWIST-PROOF |
| Registration Number: | 0833191 | WERNER |
| Registration Number: | 0840624 | TWIST-PROOF |
| Registration Number: | 0871006 | SPIN-PROOF |
| Registration Number: | 0946935 | ALFLO |
| Registration Number: | 3236082 | HOLSTERTOP |
| Registration Number: | 2119473 | SAFETY SMART FOR ELECTRICAL PROJECTS |

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
Correspondent Name: Linda 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: | 06/12/2007 |

Total Attachments: 8
source=wernertech.tsa#page1.tif
source=wernertech.tsa#page2.tif
source=wernertech.tsa#page3.tif
source=wernertech.tsa#page4.tif
source=wernertech.tsa#page5.tif
source=wernertech.tsa#page6.tif
source=wernertech.tsa#page7.tif
source=wernertech.tsa#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), is dated as of June 8, 2007, between Werner Technologies, Inc., a Delaware corporation, ("Assignor" and "Obligor"), and BANK OF AMERICA, N.A., a national banking association, as agent for the Lenders (as defined below) ("Assignee" and "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Werner Co., as borrower ("Borrower"), New Werner Holding Co., Inc. and Assignor, as Obligors, the financial institutions party thereto from time to time as lenders (collectively, the "Lenders") and Assignee (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to provide a credit facility to Borrower to finance part of the acquisition of substantially all of the assets of Werner Holdings Co. and certain of its affiliates, as debtors-in-possession (collectively, the "Target Company") in a sale pursuant to Section 363 of the Bankruptcy code (the "Sale Transaction"), to pay transaction fees and expenses and to finance their mutual and collective business enterprise and ongoing working capital needs, on the terms and conditions set forth in the Loan Agreement;

WHEREAS, pursuant to the Loan Agreement, to secure the prompt payment and performance of all Obligations, Assignor granted to Assignee, for the benefit of Secured Parties, a continuing security interest and Lien upon the Trademark Collateral (as hereinafter defined) of Assignor; and

WHEREAS, pursuant to the Loan Agreement, Assignor is required to execute and deliver to 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 Loan Agreement. Additionally, the following terms shall have the following respective meanings:

Trademarks: all of the following of a Person: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names and other source or business identifiers (whether registered or unregistered), all registrations thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill connected with the use of and symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt payment and performance of all Obligations, Assignor hereby grants to Agent, for the benefit of Secured Parties, a continuing security interest and Lien upon all of the following Property of Assignor, whether now owned or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all Trademarks including those referred to on Schedule I hereto;
- (b) all accessions to, substitutions for, and all replacements, products, and cash and non-cash proceeds of the foregoing, including proceeds of and unearned premiums with respect to insurance policies, and claims against any Person for loss, damage or destruction of any Trademark Collateral; and
- (c) all books and records (including customer lists, files, correspondence, tapes, computer programs, print-outs and computer records) pertaining to the foregoing.

Notwithstanding anything herein to the contrary, in no event shall Assignor be deemed to have assigned a security interest in any contract, lease, license, intent-to-use trademark applications, intellectual property registered outside of the United States or other agreement (or equipment leased or financed pursuant thereto), which (i) by its terms or because of applicable law prohibits the creation or granting of a security interest therein (except to the extent such prohibition is unenforceable pursuant to the provisions of Article 9 of the applicable Uniform Commercial Code), or (ii) would otherwise result in the effective abandonment, invalidation or unenforceability of any right, title or interest of Assignor therein or give rise to a right of termination thereunder as a result thereof (collectively, the "Excluded Collateral"); provided, that (A) upon the reasonable request of the Assignee, Assignor shall use commercially reasonable efforts to promptly obtain consent to the granting of a security interest in the property described in (i) and (ii) above to the Assignee, and, at such time such consent is obtained, a security interest shall attach to such contract, lease, license, or other agreement and (B) such contract, lease, license or other agreement shall cease to be Excluded Collateral immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and, to the extent severable, Excluded Collateral shall not include any portion of such contract, lease, license or other agreement shall that does not result in any of the consequences specified in (i) or (ii) above; and provided, further that, notwithstanding the foregoing, the term "Collateral" shall include, and a security interest shall be granted in, any and all proceeds arising from such Excluded Collateral to the extent that the assignment or encumbering of such proceeds is not subject to the same enforceable prohibitions or restrictions

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Assignee, for the benefit of Secured Parties, pursuant to the Loan Agreement. Assignor hereby acknowledges and affirms that the rights and remedies of Assignee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. TERMINATION. On the Termination Date, 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 Section 12.2.1 of the Loan Agreement.

6. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS.

[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 an Obligor and as Assignor

By: 
Name: Larry V. Friend
Title: CEO and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent and Assignee

By: _____
Name: _____
Its Authorized Signatory

[Signature Page to Trademark Security Agreement]

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 an Obligor and as Assignor

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent and Assignee

By: Thomas H. Herron
Name: Thomas H. Herron
Its Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003559 FRAME: 0859

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

WERNER TECHNOLOGIES, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS

| Jurisdiction | Trademark | Reg. No. (App. No.) | Reg. Date (App. Date) |
|---------------------|---|--------------------------------|----------------------------------|
| United States | GUNTHER | 1,121,289 | July 3, 1979 |
| United States | GUNTHER and Design | 1,125,915 | October 16, 1979 |
| United States | TRACTION-TRED | 1,139,372 | September 9, 1980 |
| United States | GUNTHER and Design | 1,181,821 | December 15, 1981 |
| United States | A NAME YOU CAN STAND ON | 1,199,286 | June 29, 1982 |
| United States | GLAS*MARK | 1,269,865 | March 13, 1984 |
| United States | DESIGN ONLY | 1,416,401 | November 11, 1986 |
| United States | MULTI-MASTER | 1,504,593 | September 20, 1988 |
| United States | MULTI-LOK | 1,574,348 | January 2, 1990 |
| United States | DESIGN ONLY | 1,665,862 | November 26, 1991 |
| United States | LEVEL-MASTER | 1,773,397 | May 25, 1993 |
| United States | CONTRACTOR BUDDY | 1,775,720 | June 8, 1993 |
| United States | TRUE GRIP | 1,777,637 | June 22, 1993 |
| United States | ALL AMERICAN LADDER | 1,794,481 | September 21, 1993 |
| United States | URNS EMPTY SPACE INTO STORAGE SPACE! | 1,813,378 | December 28, 1993 |
| United States | URNS EMPTY SPACE INTO STORAGE SPACE! | 1,814,958 | January 4, 1994 |
| United States | STOCKR'S LADDER | 1,853,483 | September 13, 1994 |
| United States | SHU-LOK | 1,875,034 | January 24, 1995 |
| United States | LADDER POWER | 2,077,173 | July 8, 1997 |
| United States | CERTIFIED WERNER LADDER SALES EXPERT | 2,077,176 | July 8, 1997 |
| United States | PRO-MASTER FIBERGLASS LADDERS and Design | 2,081,092 | July 22, 1997 |
| United States | SPACEMASTER | 2,119,469 | December 9, 1997 |
| United States | SAFETY SMART FOR ELECTRICAL PROJECTS and Design | 2,119,473 | December 9, 1997 |
| United States | SUREGRIP | 2,140,314 | March 3, 1998 |
| United States | LEVEL PRO | 2,422,204 | January 16, 2001 |
| United States | EDGE | 2,433,390 | March 6, 2001 |
| United States | KELLER | 2,490,782 | September 18, 2001 |
| United States | PUTTING PROJECTS IN REACH and Design | 2,492,691 | September 25, 2001 |
| United States | WERNER PERFORMANCE SYSTEM | 2,914,896 | December 28, 2004 |
| United States | WERNER PERFORMANCE SYSTEM and Design | 2,971,658 | July 19, 2005 |

| Jurisdiction | Trademark | Reg. No. (App. No.) | Reg. Date (App. Date) |
|----------------|--|------------------------|--------------------------|
| United States | WERNER PERFORMANCE SYSTEM COLOR MATCH FOR LADDER PERFORMANCE. 200LBS. 225LBS. 250LBS. 300LBS. 375LBS. and Design | 2,977,115 | July 26, 2005 |
| United States | STEPRIGHT | 3,172,189 | November 14, 2006 |
| United States | ALDEK | 646,605 | June 4, 1957 |
| United States | ALFLO | 654,877 | November 19, 1957 |
| United States | TASK-MASTER | 738,104 | September 25, 1962 |
| United States | ALUMA-PLANK | 773,809 | July 21, 1964 |
| United States | SPILL-PROOF | 780,033 | November 10, 1964 |
| United States | TOOL-TRA-TOP | 796,092 | September 14, 1965 |
| United States | MIGHTY-LITE | 799,224 | November 23, 1965 |
| United States | TWIST-PROOF | 815,235 | September 13, 1966 |
| United States | WERNER and Design | 833,191 | August 8, 1967 |
| United States | TWIST-PROOF | 840,624 | December 12, 1967 |
| United States | SPIN-PROOF | 871,006 | June 10, 1969 |
| United States | ALFLO and Design | 946,935 | November 7, 1972 |
| United States | HOLSTERTOP | 3,236,082 | May 1, 2007 |
| United Kingdom | ALFLO | 897856 | (August 2, 1966) |
| United Kingdom | ALFLO | 901230 | (November 3, 1966) |
| United Kingdom | ALFLO | 916501 | (October 30, 1967) |
| United Kingdom | ALDEK | 925619 | (May 22, 1968) |
| Sweden | ALFLO | 121288 | October 6, 1967 |
| Spain | WERNER | 1120800M7 | January 5, 1988 |
| Mexico | TOOL-TRA-TOP | 505312 | September 26, 1995 |
| Mexico | TOOL-TRA-TOP | 505313 | September 26, 1995 |
| Mexico | ALDEK | 505385 | September 26, 1995 |
| Mexico | WERNER and Design | 508194 | October 26, 1995 |
| Mexico | DESIGN ONLY | 508195 | October 26, 1995 |
| Mexico | ALFLO | 508766 | October 27, 1995 |
| Mexico | WERNER and Design | 512338 | December 06, 1995 |
| Mexico | DESIGN ONLY | 512339 | December 06, 1995 |
| Mexico | GUNTHER and Design | 525693 | July 12, 1996 |
| Mexico | GUNTHER and Design | 527431 | July 30, 1996 |
| Mexico | ALFLO | 532066 | September 26, 1996 |
| Mexico | GUNTHER and Design | 536057 | November 18, 1996 |
| Mexico | GUNTHER and Design | 536058 | November 18, 1996 |
| Korea | WERNER and design | 4005903340000 | August 17, 2004 |
| Italy | ALFLO | 758181 | August 31, 1998 |
| Italy | ALDEK | 758182 | August 31, 1998 |
| Germany | W and design | 1028580 | January 29, 1982 |
| Germany | ALFLO | 854319 | February 3, 1969 |
| Germany | ALDEK | 866453 | February 23, 1970 |
| Germany | GUNTHER and design | 996757 | January 25, 1980 |
| France | ALFLO | 1344803 | (February 28, 1986) |
| France | ALDEK | 1344804 | (February 28, 1986) |
| Canada | ALFLO | TMA110,463 | June 6, 1958 |
| Canada | ALDEK | TMA112,935 | January 16, 1959 |
| Canada | GUNTHER and Design | TMA243,115 | April 11, 1980 |
| Canada | GUNTHER W and Design | TMA256,365 | February 27, 1981 |

| Jurisdiction | Trademark | Reg. No. (App. No.) | Reg. Date (App. Date) |
|---------------------|--------------------|--------------------------------|----------------------------------|
| Canada | GUNTHER and Design | TMA256,366 | February 27, 1981 |
| Benelux | ALDEK | 102756 | (December 28, 1971) |
| Benelux | ALFLO | 74463 | (November 16, 1971) |
| Australia | ALDEK | 204289 | August 15, 1966 |
| Australia | ALFLO | 204290 | August 15, 1966 |
| Australia | ALUMA-PLANK | 217972 | March 26, 1968 |
| Australia | ELECTRO-MASTER | 346768 | June 2, 1980 |
| Australia | TOOL-TRA-TOP | 346771 | June 2, 1980 |
| Australia | SAF-T-MASTER | 372650 | June 2, 1980 |