

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Rights
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Black Daimond Commercial Finance, L.L.C.		06/08/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Werner Co.
Street Address:	93 Werner Road
City:	Greenville
State/Country:	PENNSYLVANIA
Postal Code:	16125
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2081092	PRO-MASTER FIBERGLASS LADDERS
Registration Number:	2077173	LADDER POWER
Registration Number:	2077176	CERTIFIED WERNER LADDER SALES EXPERT
Registration Number:	2148827	PROJECT BUDDY
Registration Number:	2119473	SAFETY SMART FOR ELECTRICAL PROJECTS
Registration Number:	2140314	SUREGRIP
Registration Number:	2227096	PHOENIX
Registration Number:	2193125	MERLINK

CORRESPONDENCE DATA

Fax Number: (917)777-3059
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-735-3059
 Email: jward@skadden.com
 Correspondent Name: Jennifer Ward

CH \$215.00 2081092

Address Line 1: 4 Times Square
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Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	077370/12
NAME OF SUBMITTER:	Jennifer Ward
Signature:	/jw/
Date:	07/09/2007

Total Attachments: 5
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RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Release of Security Interest in Trademark Rights (this "Release"), dated as of June 8, 2007, is made by BLACK DIAMOND COMMERCIAL FINANCE L.L.C. (as assignee of certain rights of JPMORGAN CHASE BANK pursuant to that certain Resignation, Appointment, Waiver and Amendment Agreement dated March 19, 2007) ("Assignor"), as Administrative Agent for the several banks and other financial institutions (the "Lenders") parties to the Credit Agreement (defined below), in favor of WERNER CO., a Pennsylvania corporation ("Assignee"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

WHEREAS, Werner Holding Co. (DE), Inc., a Delaware corporation and parent of Assignee ("Borrower"), the Lenders, the Assignor, Citigroup Global Markets Inc., as Syndication Agent, and Citigroup Global Markets Inc. and J.P. Morgan Securities Inc., as Arrangers, are parties to a Credit Agreement, dated as of June 11, 2003 (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the Lenders severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Assignee and certain other subsidiaries of the Borrower executed and delivered a Collateral Agreement, dated as of June 11, 2003, in favor of the Assignor (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement");

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

WHEREAS, a Grant of Security Interest in Trademark Rights, dated December 23, 2003, was recorded in the United States Patent and Trademark Office on March 11, 2004, at Reel 2808, Frame 0923; and

WHEREAS, on April 25, 2007, the United States Bankruptcy Court for the District of Delaware entered an order approving the sale of substantially all of Borrower's and Assignee's assets, including the Trademarks, to New Werner Holding Co., Inc. f/k/a New Werner Holding (DE), LLC and terminating, releasing and discharging all of Assignor's lien upon and interest in the Trademarks.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby acknowledges and agrees with Assignee that the security interest granted to Assignor in the Trademarks (including, without limitation, those items listed on Schedule A hereto) has been terminated and released, and Assignor hereby terminates, releases, and reassigns to Assignee all of its right, title and interest of any kind or nature in, to, and under the Trademarks.

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

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IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed and delivered by their respective offers thereunto duly authorized as of the day and year first above written.

**BLACK DIAMOND COMMERCIAL FINANCE
L.L.C., as Assignor and Administrative Agent for the
Lenders**

By: 
Name: John McDewitt
Title: Director

STATE OF Connecticut
COUNTY OF Fairfield) SS. Greenwich

I, a notary public, in and for the county and state aforesaid, do hereby certify that John McDevitt personally known to me to be the Director of BLACK DIAMOND COMMERCIAL FINANCE L.L.C. appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 8th day of June, 2007.

Maura Lera
Notary Public

My commission expires: 10/31/2009

SCHEDULE A

U.S. Trademarks Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
Pro-Master Fiberglass Ladders and Design	2,081,092
Ladder Power	2,077,173
Certified Werner Ladder Sales Expert	2,077,176
Project Buddy	2,148,827
Safety Smart for Electrical Projects and Design	2,119,473
Suregrip	2,140,314
Phoenix and Design	2,227,096
Merlink	2,193,125