

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademark Rights

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Credit Suisse, Cayman Islands Branch		06/11/2007	Swiss Bank: SWITZERLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	WIP Technologies, Inc.
<b>Street Address:</b>	1105 North Market Street
<b>Internal Address:</b>	Suite 1300
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19899-8985
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 46**

Property Type	Number	Word Mark
Registration Number:	646605	ALDEK
Registration Number:	654877	ALFLO
Registration Number:	946935	ALFLO
Registration Number:	773809	ALUMA-PLANK
Registration Number:	1665862	
Registration Number:	1775720	CONTRACTOR BUDDY
Registration Number:	1033911	ELECTRO-MASTER
Registration Number:	1269865	GLAS*MARK
Registration Number:	1121289	GUNTHER
Registration Number:	1125915	GUNTHER
Registration Number:	1181821	GUNTHER
Registration Number:	1794481	ALL AMERICAN LADDER
Registration Number:	1773397	LEVEL-MASTER

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Registration Number:	799224	MIGHTY-LITE
Registration Number:	1574348	MULTI-LOK
Registration Number:	1332840	SNAP-UP
Registration Number:	780033	SPILL-PROOF
Registration Number:	871006	SPIN-PROOF
Registration Number:	801061	STA SAFE
Registration Number:	1853483	STOCKR'S LADDER
Registration Number:	1983247	SWEDGE-MASTER
Registration Number:	738104	TASK-MASTER
Registration Number:	796092	TOOL-TRA-TOP
Registration Number:	1139372	TRACTION-TRED
Registration Number:	1777637	TRUE GRIP
Registration Number:	1813378	URNS EMPTY SPACE INTO STORAGE SPACE!
Registration Number:	1814958	URNS EMPTY SPACE INTO STORAGE SPACE!
Registration Number:	815235	TWIST-PROOF
Registration Number:	840624	TWIST-PROOF
Registration Number:	1416401	
Registration Number:	833191	WERNER
Registration Number:	1827202	WERNER
Registration Number:	1504593	MULTI-MASTER
Registration Number:	1875034	SHU-LOK
Registration Number:	2081092	PRO-MASTER FIBERGLASS LADDERS
Registration Number:	2077173	LADDER POWER
Registration Number:	2077176	CERTIFIED WERNER LADDER SALES EXPERT
Registration Number:	2140314	SUREGRIP
Registration Number:	2119473	SAFETY SMART FOR ELECTRICAL PROJECTS
Registration Number:	2119469	SPACEMASTER
Registration Number:	2193125	MERLINK
Registration Number:	2422204	LEVEL PRO
Registration Number:	2433390	EDGE
Registration Number:	2490782	KELLER
Registration Number:	2492691	PUTTING PROJECTS IN REACH
Registration Number:	1199286	A NAME YOU CAN STAND ON

CORRESPONDENCE DATA

**TRADEMARK**  
**REEL: 003578 FRAME: 0143**

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  
Address Line 1: 4 Times Square  
Address Line 2: 30-118  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	077370/12
NAME OF SUBMITTER:	Jennifer Ward
Signature:	/jw/
Date:	07/11/2007

Total Attachments: 6  
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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 11, 2007, is made by CREDIT SUISSE, CAYMAN ISLANDS BRANCH (F/KA CREDIT SUISSE FIRST BOSTON, acting through its Cayman Islands branch ("CS"), as administrative agent (together with its successors in such capacity, the "Assignor") for the several lenders (the "Lenders" from time to time parties to the Credit Agreement (defined below), in favor of WIP TECHNOLOGIES, INC., a Delaware corporation ("Assignee").

WHEREAS, Werner Holding Co. (DE), Inc., a Delaware corporation and parent of Assignee ("Borrower"), the Lenders, CS, as joint bookrunner and joint lead arranger, and Morgan Stanley Funding, Inc., as joint bookrunner and joint lead arranger, are parties to a 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");

WHEREAS, pursuant to the Credit Agreement, the Lenders severally agreed to make Term Loans 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 May 10, 2005, in favor of the Assignor (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, 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 May 10, 2005, was recorded in the United States Patent and Trademark Office on March 11, 2004, at Reel 3127, Frame 0618; 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 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.

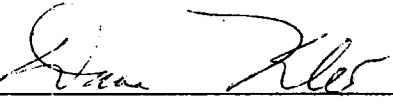
Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Collateral Agreement.


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.

[Remainder of this page intentionally left blank]

**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.

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as  
Assignor and Administrative Agent

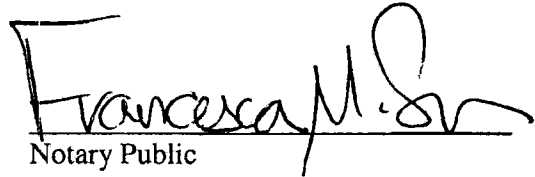
By:   
Name: DANA F. KLEIN  
Title: MANAGING DIRECTOR

By:   
Name: LAURI SIVASLIAN  
Title: MANAGING DIRECTOR

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Dana F. Klein, personally known to me to be the Managing Director of CREDIT SUISSE, CAYMAN ISLANDS BRANCH, and VALEI SIVASUAN, personally known to me to be the MANAGING DIRECTOR of CREDIT SUISSE, CAYMAN ISLANDS BRANCH, 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 11<sup>th</sup> day of June, 2007.

  
Notary Public

**FRANCESCA M. SENA**  
Notary Public  
State of New York  
No. 018E5032954  
Qualified in Bronx County  
Commission Expires 9/8/2010

RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS  
(Credit Suisse/WIP Technologies)

**TRADEMARK**  
**REEL: 003578 FRAME: 0148**

**SCHEDULE A  
TO  
RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS**



Schedule A to WIP Technologies, Inc. Trademark Security Agreement

Reg. No. 646,605; Aldek  
Reg. No. 654,877; Alflo  
Reg. No. 946,935; Alflo and Design  
Reg. No. 773,809; Aluma-Plank  
Reg. No. 1,665,862; Blue and Yellow  
Reg. No. 1,775,720; Contractor Buddy  
Reg. No. 1,033,911; Electro-Master  
Reg. No. 1,269,865; Glas\*Mark  
Reg. No. 1,121,289; Gunther  
Reg. No. 1,125,915; Gunther and Design  
Reg. No. 1,181,821; Gunther and Extension Ladder  
Reg. No. 1,794,481; All American Ladder  
Reg. No. 1,773,397; Level-Master  
Reg. No. 799,224; Mighty-Lite  
Reg. No. 1,574,348; Multi-Lok  
Reg. No. 1,199,286; A Name You Can Stand On  
Reg. No. 1,332,840; Snap-Up  
Reg. No. 780,033; Spill-Proof  
Reg. No. 871,006; Spin-Proof  
Reg. No. 801,061; Sta Safe and Design  
Reg. No. 1,853,483; Stockr's Ladder  
Reg. No. 1,983,247; Swedge-Master  
Reg. No. 738,104; Task-Master  
Reg. No. 796,092; Tool-Tra-Top  
Reg. No. 1,139,372; Traction-Tred  
Reg. No. 1,777,637; True Grip  
Reg. No. 1,813,378; Turns Empty Space Into Storage Space!  
Reg. No. 1,814,958; Turns Empty Space Into Storage Space!  
Reg. No. 815,235; Twist-Proof  
Reg. No. 840,624; Twist-Proof  
Reg. No. 1,416,401; Twist-Proof and Design  
Reg. No. 833,191; Werner Oval and Design  
Reg. No. 1,827,202; Werner and Design  
Reg. No. 1,504,593; Multi-Master  
Reg. No. 1,875,034; Shu-Lok  
Reg. No. 2,081,092; Pro-Master and Design  
Reg. No. 2,077,173; Ladder Power  
Reg. No. 2,077,176; Certified Werner Ladder Sales Expert  
Reg. No. 2,140,314; SureGrip  
Reg. No. 2,119,473; Safety Smart for Electrical Projects and Design  
Reg. No. 2,119,469; SpaceMaster  
Reg. No. 2,193,125; Merlink  
Reg. No. 2,422,204; Level Pro  
Reg. No. 2,433,390; EDGE  
Reg. No. 2,490,782; Keller (Design)  
Reg. No. 2,492,691; Putting Projects in Reach (Design)