TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	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

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

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2914896	WERNER PERFORMANCE SYSTEM
Serial Number:	76472987	WERNER PERFORMANCE SYSTEM COLOR MATCH FOR LADDER PERFORMANCE. 200LBS. 225LBS. 250LBS. 300LBS. 375LBS.
Serial Number:	76472988	WERNER PERFORMANCE SYSTEM
Serial Number:	78486771	INREACH
Serial Number:	78539003	STAND STRONG.

CH $140.00 2914896

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
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: 8
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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 WERNER CO., a Pennsylvania 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 0608; 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 VAURI SIVASLIAN, 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 11th day of June, 2007.

Francesca M. Sena
Notary Public

FRANCESCA M. SENA
Notary Public
State of New York
No. 01SE5032954
Qualified in Bronx County
Commission Expires 9/6/2010

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

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; Alflo
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; Alflo
Reg. No. A217,972; Aluma-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; Alflo

Brazil
Reg. No. 817,163,492; Gunther and Stepladder Design
Reg. No. 7,545,908; Alflo
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; Alflo
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; Alflo
Reg. No. 242,370; Werner Oval and Design
Reg. No. 242,372; Alflo

Ecuador

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

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