

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
Knaack LLC		09/28/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	135 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	3531999	AP-PRO	
Registration Number:	3229125	ARMOR TUF	
Registration Number:	2910950	ATR	
Registration Number:	1840451	BED RAT	
Registration Number:	1901674	BED RAT	
Registration Number:	3230740	EXTREME PROTECTION	
Registration Number:	3203703	EZ-GLIDE	
Registration Number:	2434963	FAST RACK	
Registration Number:	3074395	FLEXI SHELF	
Registration Number:	3066614	FLEXI-SHELF	
Registration Number:	1734659	ITEMIZER	
Registration Number:	1182981	JOBMASTER	
Registration Number:	1182983	K	
Registration Number:	1182980	K	

OP \$1090.00 3531999

TRADEMARK

Registration Number:	1182982	KNAACK
Registration Number:	1897535	K KNAACK
Registration Number:	1750034	
Registration Number:	3473462	MONSTER BOX
Registration Number:	1882062	PACK RAT
Registration Number:	1367500	PACK RAT
Registration Number:	3509566	POWER PASS
Registration Number:	2291111	PROTECT-A-RAIL
Registration Number:	3056305	RAPID PASS
Registration Number:	3139828	RAPID PASS
Registration Number:	3044889	
Registration Number:	3458724	SECURING YOUR REPUTATION
Registration Number:	2290111	STORAGEMASTER
Registration Number:	1266140	STORAGEMASTER
Registration Number:	2288896	WAR WAGON
Registration Number:	945736	WATCHMAN
Registration Number:	1560477	WATCHMAN
Registration Number:	2228051	WEATHER GUARD
Registration Number:	1661625	WEATHER GUARD
Registration Number:	842268	WEATHER GUARD
Registration Number:	3395772	WEATHER GUARD
Registration Number:	3315701	WEATHER GUARD VEHICLE SOLUTIONS
Registration Number:	1663369	WEATHER GUARD
Registration Number:	4112253	E-LINE
Registration Number:	1517767	
Registration Number:	1643535	WEEKENDER
Serial Number:	85049478	RAPID MOUNT
Serial Number:	85331135	RAPID MOUNT
Serial Number:	77819833	TITANIUM SHIELD

CORRESPONDENCE DATA

Fax Number: 3129939767

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312/876-7628

Email: linda.kastner@lw.com

TRADEMARK
REEL: 004869 FRAME: 0622

Correspondent Name: Linda Ruth 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:	09/28/2012

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), is dated as of September 28, 2012, between KNAACK LLC, a Delaware limited liability company ("Assignor"), and BANK OF AMERICA, N.A., a national banking association, in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Werner Co., a Delaware corporation, and Werner International POC GmbH, a limited liability company incorporated and existing under the laws of Switzerland, as borrowers, New Werner Holding Co., Inc., a Delaware corporation, each lender from time to time party thereto (collectively, the "Lenders") and Administrative Agent (including all annexes, exhibits and schedules thereto, and as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed, subject to the satisfaction of certain conditions precedent, to make Loans (as defined in the Credit Agreement) and provide other financial accommodations pursuant to the Credit Agreement (including the issuance of Letters of Credit (as defined in the Credit Agreement));

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and between Assignor and the Administrative Agent (including all annexes, exhibits and schedules thereto, and as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to secure the prompt payment and performance of the Obligations (as defined in the Credit Agreement), Assignor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right of set off against, the Trademark Collateral (as hereinafter defined) of Assignor; and

WHEREAS, pursuant to the Security Agreement, Assignor is required to execute and deliver to Administrative 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 Security Agreement.

"IP Ancillary Rights" means, with respect to any Intellectual Property, as applicable, all foreign counterparts to such Intellectual Property and all income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation,

dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other IP Ancillary Right.

“Trademarks” means all trademarks, trade names, trade styles, service marks, logos and other source identifiers and, in each case, all goodwill associated therewith, all registrations, recordations and renewals thereof, and all applications in connection therewith and all IP Ancillary Rights with respect to any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, Assignor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and right of set off against, any and all right, title and interest of Assignor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the “Trademark Collateral”):

(a) all Trademarks, including those referred to on Schedule I hereto;

(b) all books, records, writings, databases, information and other property relating to, used or useful in connection with, or evidencing, embodying, incorporating or referring to any of the foregoing, and

(c) all Proceeds, products, offspring, rents, issues, profits and returns of and from any of the foregoing.

Notwithstanding anything herein to the contrary, this Trademark Security Agreement shall not constitute a grant of security interest in (i) Excluded Property (including any Trademark or service mark application filed in the United States Patent and Trademark Office on the basis of the applicants' intent to use such mark prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto (but only until such statement or amendment is filed)) or (ii) assets to the extent the granting of a security interest would be prohibited by applicable Law or regulations; provided, however, that (x) Excluded Property shall not include any proceeds of any item described in the definition of Excluded Property, (y) at the request of Administrative Agent, Assignor agrees to use commercially reasonable efforts to obtain any required consents that are reasonably obtainable with respect to liens on the assets described in clauses (c) and (d) of the definition of Excluded Property in the Security Agreement which the Administrative Agent reasonably determines to be material and (z) any item described in the definition of Excluded Property that at any time ceases to satisfy the criteria for Excluded Property (whether as a result of Assignor obtaining any necessary consent, any change in any rule of law, statute or regulation, or otherwise), shall no longer be Excluded Property.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Assignor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are

more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. TERMINATION. Upon the termination of the Aggregate Commitments and payment in full of all Secured Obligations (other than (A) contingent indemnification obligations and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements as to which arrangements satisfactory to the applicable Cash Management Bank or Hedge Bank, as applicable, shall have been made) and the expiration or termination of all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to the Administrative Agent and the L/C Issuer shall have been made), 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 Sections 7(e) and 9 of the Security Agreement.

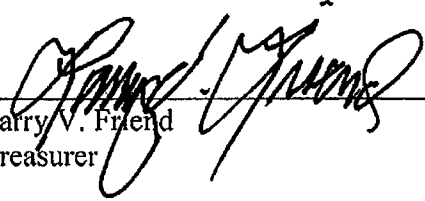
6. APPLICABLE LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Trademark Security Agreement to produce or account for more than one such counterpart.

[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.

KNAACK LLC, as Assignor

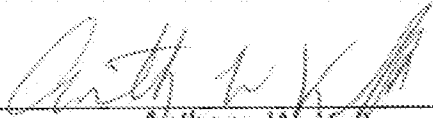
By: 
Name: Larry V. Friend
Title: Treasurer

[Signature Page to Knaack LLC Trademark Security Agreement]

TRADEMARK
REEL: 004869 FRAME: 0627

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Administrative Agent

By: 
Name: Anthony W. Kell
Its: Assistant Vice President

[Signature Page to Knaack LLC Trademark Security Agreement]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

U.S. ISSUED TRADEMARKS AND TRADEMARK APPLICATIONS

Loan Party	Title	Filing Date/ Issued Date	Jurisdiction	Application/ Registration No.
Knaack LLC	AP-PRO	11/11/2008	United States	3531999
Knaack LLC	ARMOUR TUF	04/17/2007	United States	3229125
Knaack LLC	ATR	12/14/2004	United States	2910950
Knaack LLC	BED RAT	06/21/1994	United States	1840451
Knaack LLC	BED RAT DESIGN	06/27/1995	United States	1901674
Knaack LLC	EXTREME PROTECTION	04/17/2007	United States	3230740
Knaack LLC	EZ-GLIDE	01/30/2007	United States	3203703
Knaack LLC	FAST RACK	03/13/2001	United States	2434963
Knaack LLC	FLEXI SHELF LOGO	03/28/2006	United States	3074395
Knaack LLC	FLEXI-SHELF	03/07/2006	United States	3066614
Knaack LLC	ITEMIZER	11/24/1992	United States	1734659
Knaack LLC	JOBMASTER	12/22/1981	United States	1182981
Knaack LLC	K (STYLIZED)	12/22/1981	United States	1182983
Knaack LLC	K AND DESIGN	12/22/1981	United States	1182980
Knaack LLC	KNAACK	12/22/1981	United States	1182982
Knaack LLC	KNAACK AND K DESIGN	06/06/1995	United States	1897535
Knaack LLC	MISCELLANEOUS LED TIPS & design	02/02/1993	United States	1750034
Knaack LLC	MONSTER BOX	07/22/2008	United States	3473462
Knaack LLC	PACK RAT	03/07/1995	United States	1882062
Knaack LLC	PACK RAT & DESIGN	10/29/1985	United States	1367500
Knaack LLC	POWER PASS	09/30/2008	United States	3509566
Knaack LLC	PROTECT-A-RAIL	11/09/1999	United States	2291111
Knaack LLC	RAPID MOUNT (standard characters)	05/27/2010	United States	85/049478
Knaack LLC	RAPID MOUNT	5/26/2011	United States	85331135
Knaack LLC	RAPID PASS	01/31/2006	United States	3056305
Knaack LLC	RAPID PASS LOGO	09/05/2006	United States	3139828
Knaack LLC	RED PUSH BUTTON DESIGN	01/17/2006	United States	3044889
Knaack LLC	SECURING YOUR REPUTATION	07/01/2008	United States	3458724
Knaack LLC	STORAGEMASTER	11/02/1999	United States	2290111
Knaack LLC	STORAGEMASTER	02/07/1984	United States	1266140

Loan Party	Title	Filing Date/ Issued Date	Jurisdiction	Application/ Registration No.
Knaack LLC	TITANIUM SHIELD	9/3/2009	United States	77819833
Knaack LLC	WAR WAGON	10/26/1999	United States	2288896
Knaack LLC	WATCHMAN	10/24/1972	United States	945736
Knaack LLC	WATCHMAN	10/17/1989	United States	1560477
Knaack LLC	WEATHER GUARD	03/02/1999	United States	2228051
Knaack LLC	WEATHER GUARD	10/22/1991	United States	1661625
Knaack LLC	WEATHER GUARD (stylized)	01/16/1968	United States	842268
Knaack LLC	WEATHER GUARD STYLIZED AND DESIGN	03/11/2008	United States	3395772
Knaack LLC	WEATHER GUARD VEHICLE SOLUTIONS	10/23/2007	United States	3315701
Knaack LLC	WEATHERGUARD & DESIGN	11/05/1991	United States	1663369
Knaack LLC	E-LINE	03/13/2012	United States	4112253
Knaack LLC	THE COLOR TAN	12/27/1988	United States	1517767
Knaack LLC	WEEKENDER	05/07/1991	United States	1643535