

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Werner Co.		06/09/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Notes Collatreal Agent		
Street Address:	99 Wood Avenue South		
Internal Address:	Suite 1000		
City:	Iselin		
State/Country:	NEW JERSEY		
Postal Code:	08830		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 76			
Property Type	Number	Word Mark	
Serial Number:	77233289	MONSTER BOX	
Serial Number:	77206947	POWER PASS	
Serial Number:	78772554	EZ-GLIDE	
Serial Number:	78706979	ARMOR TUF	
Serial Number:	78494540	WEATHER GUARD	
Serial Number:	78424351		
Serial Number:	78342426	FLEXI SHELF	
Serial Number:	78342417	RAPID PASS	
Serial Number:	78326287	RAPID PASS	
Serial Number:	78324520	FLEXI-SHELF	
Serial Number:	75540801	PROTECT-A-RAIL	
Serial Number:	75536060	STORAGEMASTER	
Serial Number:	75536062	WAR WAGON	
Serial Number:	75404791	WEATHER GUARD	
Serial Number:	74531167	BED RAT	
Serial Number:	74497454	K KNAACK	
Serial Number:	74490262	PACK RAT	
Serial Number:	74429483	BED RAT	

OP \$1915.00 77233289

Property Type	Number	Word Mark
Serial Number:	74263765	ITEMIZER
Serial Number:	74114304	WEATHER GUARD
Serial Number:	74114845	WEATHER GUARD
Serial Number:	74088501	
Serial Number:	74055280	WEEKENDER
Serial Number:	73773685	WATCHMAN
Serial Number:	73718816	
Serial Number:	73431704	PACK RAT
Serial Number:	73400170	STORAGEMASTER
Serial Number:	73276472	KNAACK
Serial Number:	73276470	K
Serial Number:	73276471	JOBMASTER
Serial Number:	73276473	K
Serial Number:	72393777	WATCHMAN
Serial Number:	72266591	WEATHER GUARD
Serial Number:	85023973	LOCK-IN SYSTEM
Serial Number:	77616388	GREEN BULL
Serial Number:	76687249	GREEN BULL
Serial Number:	78820690	TOOLLASSO
Serial Number:	78820653	THE EQUALIZER
Serial Number:	78820669	EVERLEVEL
Serial Number:	78661900	LADDER CENTRAL
Serial Number:	87414909	LEANSAFE
Serial Number:	85551878	WERNER
Serial Number:	78714774	HOLSTERTOP
Serial Number:	76472987	WERNER PERFORMANCE SYSTEM COLOR MATCH FO
Serial Number:	76472988	WERNER PERFORMANCE SYSTEM
Serial Number:	76147496	KELLER
Serial Number:	75904973	EDGE
Serial Number:	75727047	LEVEL PRO
Serial Number:	74466296	SHU-LOK
Serial Number:	74439477	STOCKR'S LADDER
Serial Number:	74315579	TRUE GRIP
Serial Number:	74118076	LEVEL-MASTER
Serial Number:	73717182	MULTI-LOK
Serial Number:	73591564	
Serial Number:	73364500	GLAS*MARK
Serial Number:	73172215	TRACTION-TRED

Property Type	Number	Word Mark
Serial Number:	72259201	WERNER
Serial Number:	72254827	TWIST-PROOF
Serial Number:	72213633	MIGHTY-LITE
Serial Number:	72181286	ALUMA-PLANK
Serial Number:	72174727	SPILL-PROOF
Serial Number:	72110913	TASK-MASTER
Serial Number:	72023002	ALFLO
Serial Number:	72016165	ALDEK
Serial Number:	87046402	BBC BETTER BUILT A DIVISION OF DAWS MANU
Serial Number:	87046423	BBC BETTER BUILT A DIVISION OF DAWS MANU
Serial Number:	87046433	BBC BETTER BUILT A DIVISION OF DAWS MANU
Serial Number:	87046430	BBC BETTER BUILT A DIVISION OF DAWS MANU
Serial Number:	75127895	BETTER BUILT
Serial Number:	75127896	BETTER BUILT BBC
Serial Number:	75127879	BETTER BUILT THE NAME SAYS IT ALL!
Serial Number:	75221747	GRIP RITE
Serial Number:	90041165	POWERLITE
Serial Number:	87664564	PUNCHLOCK
Serial Number:	87055158	QUANTUM RACK
Serial Number:	76609288	SITE SAFE

CORRESPONDENCE DATA

Fax Number: 2127514864

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

Phone: 2129061209

Email: jess.bajada-bartlett@lw.com

Correspondent Name: LATHAM & WATKINS C/O J. Bajada-Bartlett

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 045494-0512

NAME OF SUBMITTER: Jessica Bajada-Bartlett

SIGNATURE: /s/ Jessica Bajada-Bartlett

DATE SIGNED: 06/12/2023

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 9, 2023 (“**Agreement**”), is made by WERNER CO., a Delaware corporation, located at 555 Pierce Rd., Ste 300, Itasca, IL 60143 (the “**Grantor**”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States, with an address at 99 Wood Avenue South, Suite 1000, Iselin, New Jersey 08830, solely in its capacity as notes collateral agent (the “**Notes Collateral Agent**”). Unless otherwise defined herein, capitalized terms defined in the Collateral Agreement (as defined below) and used herein have the meaning given to them in the Collateral Agreement.

W I T N E S S E T H:

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Notes Collateral Agent a lien on and a continuing security interest in all of the Grantor’s rights, title and interest in, to and under all its United States trademarks (the “**Trademarks**”) including, without limitation, the Trademarks set forth on Schedule A attached hereto, in each case together with all Proceeds and products of the Trademarks, all goodwill associated therewith, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

This Agreement is made to secure the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations of the Grantor, as such term is defined in the First Lien Collateral Agreement among the Grantor, the other assignors from time to time party thereto, the Notes Collateral Agent and certain other parties from time to time party thereto, dated as of June 9, 2023 (as amended, modified, restated, amended and restated and/or supplemented from time to time, the “**Collateral Agreement**”).

This Agreement has been granted in conjunction with the security interest granted to the Notes Collateral Agent under the Collateral Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Notes Collateral Agent with respect to the security interest granted herein are as set forth more fully in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

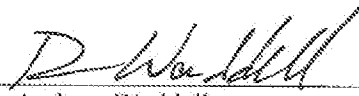
Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

Wilmington Trust, National Association is entering into this Agreement solely in its capacity as Notes Collateral Agent under the Indenture and the Collateral Agreement. In entering into and acting under this Agreement, the Notes Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to it under the Indenture and the Collateral Agreement, as if such rights, privileges, immunities and indemnities were set forth herein.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

WERNER CO., as a Grantor

By: 
Name: Andrew Waddell
Title: Chief Financial Officer

Accepted and Acknowledged:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

WERNER CO., as Grantor

By: _____
Name:
Title:

Accepted and Acknowledged:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent

By: 
Name: Latoya S. Elvin
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

No.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
1.	MONSTER BOX	77233289	19-Jul-07	3473462	22-Jul-08	WERNER CO.
2.	POWER PASS	77206947	15-Jun-07	3509566	30-Sep-08	WERNER CO.
3.	EZ-GLIDE	78772554	13-Dec-05	3203703	30-Jan-07	WERNER CO.
4.	ARMOR TUF	78706979	6-Sep-05	3229125	17-Apr-07	WERNER CO.
5.	WEATHER GUARD	78494540	5-Oct-04	3395772	11-Mar-08	WERNER CO.
6.	Design Only	78424351	25-May-04	3044889	17-Jan-06	WERNER CO.
7.	FLEXI SHELF	78342426	17-Dec-03	3074395	28-Mar-06	WERNER CO.
8.	RAPID PASS	78342417	17-Dec-03	3139828	5-Sep-06	WERNER CO.
9.	RAPID PASS	78326287	11-Nov-03	3056305	31-Jan-06	WERNER CO.
10.	FLEXI-SHELF	78324520	7-Nov-03	3066614	7-Mar-06	WERNER CO.
11.	PROTECT-A-RAIL	75540801	24-Aug-98	2291111	9-Nov-99	WERNER CO.
12.	STORAGEMASTER	75536060	13-Aug-98	2290111	2-Nov-99	WERNER CO.
13.	WAR WAGON	75536062	13-Aug-98	2288896	26-Oct-99	WERNER CO.
14.	WEATHER GUARD	75404791	12-Dec-97	2228051	2-Mar-99	WERNER CO.
15.	BED RAT	74531167	31-May-94	1901674	27-Jun-95	WERNER CO.
16.	K KNAACK	74497454	7-Mar-94	1897535	6-Jun-95	WERNER CO.
17.	PACK RAT	74490262	15-Feb-94	1882062	7-Mar-95	WERNER CO.
18.	BED RAT	74429483	30-Aug-93	1840451	21-Jun-94	WERNER CO.

No.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
19.	ITEMIZER	74263765	8-Apr-92	1734659	24-Nov-92	WERNER CO.
20.	WEATHER GUARD	74114304	13-Nov-90	1663369	5-Nov-91	WERNER CO.
21.	WEATHER GUARD	74114845	13-Nov-90	1661625	22-Oct-91	WERNER CO.
22.	Design Only	74088501	16-Aug-90	1750034	2-Feb-93	WERNER CO.
23.	WEEKENDER	74055280	3-May-90	1643535	7-May-91	WERNER CO.
24.	WATCHMAN	73773685	9-Jan-89	1560477	17-Oct-89	WERNER CO.
25.	Design Only	73718816	28-Mar-88	1517767	27-Dec-88	WERNER CO.
26.	PACK RAT	73431704	23-Jun-83	1367500	29-Oct-85	WERNER CO.
27.	STORAGEMASTER	73400170	18-Oct-82	1266140	7-Feb-84	WERNER CO.
28.	KNAACK	73276472	2-Sep-80	1182982	22-Dec-81	WERNER CO.
29.	K	73276470	2-Sep-80	1182980	22-Dec-81	WERNER CO.
30.	JOBMASTER	73276471	2-Sep-80	1182981	22-Dec-81	WERNER CO.
31.	K	73276473	2-Sep-80	1182983	22-Dec-81	WERNER CO.
32.	WATCHMAN	72393777	2-Jun-71	945736	24-Oct-72	WERNER CO.
33.	WEATHER GUARD	72266591	13-Mar-67	842268	16-Jan-68	WERNER CO.
34.	LOCK-IN SYSTEM	85023973	27-Apr-10	3896834	28-Dec-10	WERNER CO.
35.	GREEN BULL	77616388	18-Nov-08	3830072	10-Aug-10	WERNER CO.
36.	GREEN BULL	76687249	29-Feb-08	3596950	31-Mar-09	WERNER CO.
37.	TOOLLASSO	78820690	22-Feb-06	3295493	18-Sep-07	WERNER CO.
38.	THE EQUALIZER	78820653	22-Feb-06	3295491	18-Sep-07	WERNER CO.

No.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
39.	EVERLEVEL	78820669	22-Feb-06	3295492	18-Sep-07	WERNER CO.
40.	LADDER CENTRAL	78661900	30-Jun-05	3245490	22-May-07	WERNER CO.
41.	LEANSAFE	87414909	Apr 18, 2017	5531246	31-Jul-2018	WERNER CO.
42.	WERNER	85551878	24-Feb-12	4241099	13-Nov-12	WERNER CO.
43.	HOLSTERTOP	78714774	16-Sep-05	3236082	1-May-07	WERNER CO.
44.	WERNER PERFORMANCE SYSTEM COLOR MATCH FOR LADDER PERFORMANCE. 200LBS. 225LBS. 250LBS. 300LBS. 375LBS.	76472987	9-Dec-02	2977115	26-Jul-05	WERNER CO.
45.	WERNER PERFORMANCE SYSTEM	76472988	9-Dec-02	2971658	19-Jul-05	WERNER CO.
46.	KELLER	76147496	16-Oct-00	2490782	18-Sep-01	WERNER CO.
47.	EDGE	75904973	28-Jan-00	2433390	6-Mar-01	WERNER CO.
48.	LEVEL PRO	75727047	11-Jun-99	2422204	16-Jan-01	WERNER CO.
49.	SHU-LOK	74466296	26-Nov-93	1875034	24-Jan-95	WERNER CO.
50.	STOCKR'S LADDER	74439477	23-Sep-93	1853483	13-Sep-94	WERNER CO.
51.	TRUE GRIP	74315579	21-Sep-92	1777637	22-Jun-93	WERNER CO.
52.	LEVEL-MASTER	74118076	26-Nov-90	1773397	25-May-93	WERNER CO.
53.	MULTI-LOK	73717182	17-Mar-88	1574348	2-Jan-90	WERNER CO.
54.	Design Only	73591564	4-Apr-86	1416401	11-Nov-86	WERNER CO.

No.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
55.	GLAS*MARK	73364500	13-May-82	1269865	13-Mar-84	WERNER CO.
56.	TRACTION-TRED	73172215	30-May-78	1139372	9-Sep-80	WERNER CO.
57.	WERNER	72259201	22-Nov-66	833191	8-Aug-67	WERNER CO.
58.	TWIST-PROOF	72254827	20-Sep-66	840624	12-Dec-67	WERNER CO.
59.	MIGHTY-LITE	72213633	8-Mar-65	799224	23-Nov-65	WERNER CO.
60.	ALUMA-PLANK	72181286	15-Nov-63	773809	21-Jul-64	WERNER CO.
61.	SPILL-PROOF	72174727	8-Aug-63	780033	10-Nov-64	WERNER CO.
62.	TASK-MASTER	72110913	27-Dec-60	738104	25-Sep-62	WERNER CO.
63.	ALFLO	72023002	22-Jan-57	654877	19-Nov-57	WERNER CO.
64.	ALDEK	72016165	24-Sep-56	646605	4-Jun-57	WERNER CO.
65.	BBC BETTER BUILT A DIVISION OF DAWS MANUFACTURING CO., INC.	87046402	23-May-16	5194441	02-May-17	WERNER CO.
66.	BBC BETTER BUILT A DIVISION OF DAWS MANUFACTURING CO., INC. SEC	87046423	23-May-16	5194442	02-May-17	WERNER CO.
67.	BBC BETTER BUILT A DIVISION OF DAWS MANUFACTURING CO., INC. SITE SAFE	87046433	23-May-16	5127533	24-Jan-17	WERNER CO.
68.	BBC BETTER BUILT A DIVISION OF DAWS MANUFACTURING CO., INC. SLE	87046430	23-May-16	5212092	30-May-17	WERNER CO.
69.	BETTER BUILT	75127895	01-Jul-96	2263914	27-Jul-99	WERNER CO.
70.	BETTER BUILT BBC	75127896	01-Jul-96	2160881	26-May-98	WERNER CO.
71.	BETTER BUILT THE NAME SAYS IT ALL!	75127879	01-Jul-96	2192599	29-Sep-98	WERNER CO.

No.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
72.	GRIP RITE	75221747	06-Jan-97	2177951	04-Aug-1998	WERNER CO.
73.	POWERLITE	90041165	08-Jul-20	6270749	16-Feb-21	WERNER CO.
74.	PUNCHLOCK	87664564	30-Oct-17	5737036	30-Apr-19	WERNER CO.
75.	QUANTUM RACK	87055158	31-May-16	5132377	31-Jan-17	WERNER CO.
76.	SITE SAFE	76609288	30-Aug-04	3043838	17-Jan-06	WERNER CO.
77.	WERNERCO (Intent To Use)	88893013	29-Apr-20			WERNER CO.