

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819963

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Werner Co.		06/27/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Willa Finco II SARL (formerly Triton V LuxCo 95 SARL)		
Street Address:	2 rue Edward Steichen		
Internal Address:	L-2540		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	B 275244		
Entity Type:	Private Limited Company: LUXEMBOURG		
PROPERTY NUMBERS Total: 77			
Property Type	Number	Word Mark	
Registration Number:	3473462	MONSTER BOX	
Registration Number:	3509566	POWER PASS	
Registration Number:	3203703	EZ-GLIDE	
Registration Number:	3229125	ARMOR TUF	
Registration Number:	3395772	WEATHER GUARD	
Registration Number:	3044889		
Registration Number:	3074395	FLEXI SHELF	
Registration Number:	3139828	RAPID PASS	
Registration Number:	3056305	RAPID PASS	
Registration Number:	3066614	FLEXI-SHELF	
Registration Number:	2291111	PROTECT-A-RAIL	
Registration Number:	2290111	STORAGEMASTER	
Registration Number:	2288896	WAR WAGON	
Registration Number:	2228051	WEATHER GUARD	
Registration Number:	1901674	BED RAT	
Registration Number:	1897535	K KNAACK	
Registration Number:	1882062	PACK RAT	
Registration Number:	1840451	BED RAT	

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Property Type	Number	Word Mark
Registration Number:	1734659	ITEMIZER
Registration Number:	1663369	WEATHER GUARD
Registration Number:	1661625	WEATHER GUARD
Registration Number:	1750034	
Registration Number:	1643535	WEEKENDER
Registration Number:	1560477	WATCHMAN
Registration Number:	1517767	
Registration Number:	1367500	PACK RAT
Registration Number:	1266140	STORAGEMASTER
Registration Number:	1182982	KNAACK
Registration Number:	1182980	K
Registration Number:	1182981	JOBMASTER
Registration Number:	1182983	K
Registration Number:	945736	WATCHMAN
Registration Number:	842268	WEATHER GUARD
Registration Number:	3896834	LOCK-IN SYSTEM
Registration Number:	3830072	GREEN BULL
Registration Number:	3596950	GREEN BULL
Registration Number:	3295493	TOOLLASSO
Registration Number:	3295491	THE EQUALIZER
Registration Number:	3295492	EVERLEVEL
Registration Number:	3245490	LADDER CENTRAL
Registration Number:	5531246	LEANSAFE
Registration Number:	4241099	WERNER
Registration Number:	3236082	HOLSTERTOP
Registration Number:	2977115	WERNER PERFORMANCE SYSTEM COLOR MATCH FO
Registration Number:	2971658	WERNER PERFORMANCE SYSTEM
Registration Number:	2490782	KELLER
Registration Number:	2433390	EDGE
Registration Number:	2422204	LEVEL PRO
Registration Number:	1875034	SHU-LOK
Registration Number:	1853483	STOCKR'S LADDER
Registration Number:	1777637	TRUE GRIP
Registration Number:	1773397	LEVEL-MASTER
Registration Number:	1574348	MULTI-LOK
Registration Number:	1416401	
Registration Number:	1269865	GLAS*MARK
Registration Number:	1139372	TRACTION-TRED

Property Type	Number	Word Mark
Registration Number:	833191	WERNER
Registration Number:	840624	TWIST-PROOF
Registration Number:	799224	MIGHTY-LITE
Registration Number:	773809	ALUMA-PLANK
Registration Number:	780033	SPILL-PROOF
Registration Number:	738104	TASK-MASTER
Registration Number:	654877	ALFLO
Registration Number:	646605	ALDEK
Registration Number:	5194441	BBC BETTER BUILT A DIVISION OF DAWS MANU
Registration Number:	5194442	BBC BETTER BUILT A DIVISION OF DAWS MANU
Registration Number:	5127533	BBC BETTER BUILT A DIVISION OF DAWS MANU
Registration Number:	5212092	BBC BETTER BUILT A DIVISION OF DAWS MANU
Registration Number:	2263914	BETTER BUILT
Registration Number:	2160881	BETTER BUILT BBC
Registration Number:	2192599	BETTER BUILT THE NAME SAYS IT ALL!
Registration Number:	2177951	GRIP RITE
Registration Number:	6270749	POWERLITE
Registration Number:	5737036	PUNCHLOCK
Registration Number:	5132377	QUANTUM RACK
Registration Number:	3043838	SITE SAFE
Serial Number:	88893013	WERNERCO

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson

Address Line 1: 300 N LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 18401-249

NAME OF SUBMITTER: Rob Soneson

SIGNATURE: /rsoneson/

DATE SIGNED: 06/27/2023

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 27, 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 WILLA FINCO II SARL (formerly known as Triton V LuxCo 95 SARL), a private limited liability company (*société à responsabilité limitée*) organized and existing under the laws of the Grand-Duchy of Luxembourg, having its registered office at 2, rue Edward Steichen, L-2540 Luxembourg and registered with the Luxembourg R.C.S. under number B 275244 (the “**Note 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 Note 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 Secured Sponsor Collateral Agreement among the Grantor, the other assignors from time to time party thereto, the Note Collateral Agent and certain other parties from time to time party thereto, dated as of June 27, 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 Note 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 Note 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.

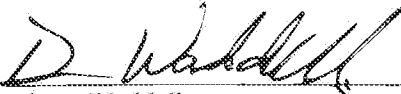
Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

Willa FinCo II SARL is entering into this Agreement solely in its capacity as Note Collateral Agent under the Indenture and the Collateral Agreement. In entering into and acting under this Agreement, the Note 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:

WILLA FINCO II SARL, as Note Collateral Agent

By: _____
Name: Monika Horvath
Title: Authorized Signatory

By: _____
Name: Joakim Lindström-Formicola
Title: Authorized Signatory

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

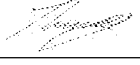
WERNER CO., as a Grantor

By: _____
Name: Andrew Waddell
Title: Chief Financial Officer

Accepted and Acknowledged:

WILLA FINCO II SARL, as Note Collateral Agent

By:  _____
Name: Monika Horvath
Title: Authorized Signatory

By:  _____
Name: Joakim Lindström-Formicola
Title: Authorized Signatory

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.