

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436552

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (ABL)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KNAACK LLC		07/24/2017	Limited Liability Company: DELAWARE
WERNER CO.		07/24/2017	Corporation: DELAWARE
WERNER TECHNOLOGIES, INC.		07/14/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT IN RESPECT OF THE ABL CREDIT AGREEMENT
Street Address:	10 South Dearborn
Internal Address:	Floor L2S
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 76

Property Type	Number	Word Mark
Registration Number:	4112253	E-LINE
Registration Number:	3473462	MONSTER BOX
Registration Number:	3509566	POWER PASS
Registration Number:	3458724	SECURING YOUR REPUTATION
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:	2434963	FAST RACK
Registration Number:	2291111	PROTECT-A-RAIL

CH \$1915.00 4112253

Property Type	Number	Word Mark
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
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:	0945736	WATCHMAN
Registration Number:	0842268	WEATHER GUARD
Registration Number:	4639446	EDGE 360
Registration Number:	4380945	COLUMBIA LADDERS
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:	3353914	OLD BLUE
Registration Number:	3245490	LADDER CENTRAL
Serial Number:	87414909	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:	2492691	PUTTING PROJECTS IN REACH

Property Type	Number	Word Mark
Registration Number:	2490782	KELLER
Registration Number:	2433390	EDGE
Registration Number:	2422204	LEVEL PRO
Registration Number:	2119469	SPACEMASTER
Registration Number:	2119473	SAFETY SMART FOR ELECTRICAL PROJECTS
Registration Number:	2081092	PRO-MASTER FIBERGLASS LADDERS
Registration Number:	1875034	SHU-LOK
Registration Number:	1853483	STOCKR'S LADDER
Registration Number:	1777637	TRUE GRIP
Registration Number:	1773397	LEVEL-MASTER
Registration Number:	1665862	
Registration Number:	1574348	MULTI-LOK
Registration Number:	1416401	
Registration Number:	1269865	GLAS*MARK
Registration Number:	1139372	TRACTION-TRED
Registration Number:	0946935	ALFLO
Registration Number:	0833191	WERNER
Registration Number:	0840624	TWIST-PROOF
Registration Number:	0799224	MIGHTY-LITE
Registration Number:	0773809	ALUMA-PLANK
Registration Number:	0780033	SPILL-PROOF
Registration Number:	0738104	TASK-MASTER
Registration Number:	0654877	ALFLO
Registration Number:	0646605	ALDEK

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 212.310.8104

Email: juan.arias@weil.com

Correspondent Name: Justina Chen

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: Justina Chen 21151.0163

NAME OF SUBMITTER: Justina Chen

SIGNATURE: /Justina Chen/

DATE SIGNED: 07/25/2017

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 24, 2017 (“**Agreement**”), is made by KNAACK LLC, a Delaware limited liability company, located at 420 E. Terra Cotta Avenue, Crystal Lake, Illinois 60014; WERNER CO., a Delaware corporation, located at 93 Werner Road, Greenville, Pennsylvania 16125; and WERNER TECHNOLOGIES, INC., a Delaware corporation, located at 93 Werner Road, Greenville, Pennsylvania 16125 (the “**Grantors**”), in favor of JPMORGAN CHASE BANK, N.A., located at 10 South Dearborn, Floor L2S, Chicago, IL 60603, in its capacity as collateral agent (the “**Collateral Agent**”). Unless otherwise defined herein, capitalized terms defined in the Pledge and Security Agreement (as defined below) and used herein have the meaning given to them in the Pledge and Security Agreement.

WITNESSETH:

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors hereby grant to the Collateral Agent a lien on and a continuing security interest in all of the Grantors’ 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 Grantors, as such term is defined in the ABL Credit Facility U.S. Pledge and Security Agreement among the Grantors, the other assignors from time to time party thereto, the Collateral Agent and certain other parties from time to time party thereto, dated as of July 24, 2017 (as amended, modified, restated, amended and restated and/or supplemented from time to time, the “**Pledge and Security Agreement**”).

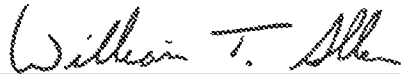
This Agreement has been granted in conjunction with the security interest granted to the Collateral Agent under the Pledge and Security Agreement. The Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Collateral Agent with respect to the security interest granted herein are as set forth more fully in the Pledge and Security 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

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

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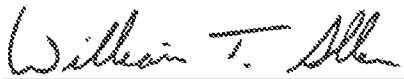
IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first set forth above.

KNAACK LLC, as Grantor

By 
Name: William T. Allen
Title: President

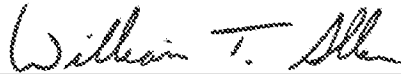
IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first set forth above.

WERNER CO., as Grantor

By 
Name: William T. Allen
Title: President

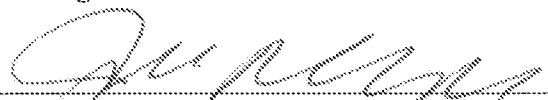
IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first set forth above.

WERNER TECHNOLOGIES, INC., as Grantor

By 
Name: William T. Allen
Title: President

Accepted and acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: JOHN MURRAY
Title: MANAGED OFFICER

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

No.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
1.	E-LINE	77860421	29-Oct-09	4112253	13-Mar-12	KNAACK LLC
2.	MONSTER BOX	77233289	19-Jul-07	3473462	22-Jul-08	KNAACK LLC
3.	POWER PASS	77206947	15-Jun-07	3509566	30-Sep-08	KNAACK LLC
4.	SECURING YOUR REPUTATION	77057829	6-Dec-06	3458724	1-Jul-08	KNAACK LLC
5.	EZ-GLIDE	78772554	13-Dec-05	3203703	30-Jan-07	KNAACK LLC
6.	ARMOR TUF	78706979	6-Sep-05	3229125	17-Apr-07	KNAACK LLC
7.	WEATHER GUARD	78494540	5-Oct-04	3395772	11-Mar-08	KNAACK LLC
8.	Design Only	78424351	25-May-04	3044889	17-Jan-06	KNAACK LLC
9.	FLEXI SHELF	78342426	17-Dec-03	3074395	28-Mar-06	KNAACK LLC
10.	RAPID PASS	78342417	17-Dec-03	3139828	5-Sep-06	KNAACK LLC
11.	RAPID PASS	78326287	11-Nov-03	3056305	31-Jan-06	KNAACK LLC
12.	FLEXI-SHELF	78324520	7-Nov-03	3066614	7-Mar-06	KNAACK LLC
13.	FAST RACK	75862663	3-Dec-99	2434963	13-Mar-01	KNAACK LLC
14.	PROTECT-A-RAIL	75540801	24-Aug-98	2291111	9-Nov-99	KNAACK LLC
15.	STORAGEMASTER	75536060	13-Aug-98	2290111	2-Nov-99	KNAACK LLC
16.	WAR WAGON	75536062	13-Aug-98	2288896	26-Oct-99	KNAACK LLC
17.	WEATHER GUARD	75404791	12-Dec-97	2228051	2-Mar-99	KNAACK LLC
18.	BED RAT	74531167	31-May-94	1901674	27-Jun-95	KNAACK LLC
19.	K KNAACK	74497454	7-Mar-94	1897535	6-Jun-95	KNAACK LLC
20.	PACK RAT	74490262	15-Feb-94	1882062	7-Mar-95	KNAACK LLC

21.	BED RAT	74429483	30-Aug-93	1840451	21-Jun-94	KNAACK LLC
22.	ITEMIZER	74263765	8-Apr-92	1734659	24-Nov-92	KNAACK LLC
23.	WEATHER GUARD	74114304	13-Nov-90	1663369	5-Nov-91	KNAACK LLC
24.	WEATHER GUARD	74114845	13-Nov-90	1661625	22-Oct-91	KNAACK LLC
25.	Design Only	74088501	16-Aug-90	1750034	2-Feb-93	KNAACK LLC
26.	WEEKENDER	74055280	3-May-90	1643535	7-May-91	KNAACK LLC
27.	WATCHMAN	73773685	9-Jan-89	1560477	17-Oct-89	KNAACK LLC
28.	Design Only	73718816	28-Mar-88	1517767	27-Dec-88	KNAACK LLC
29.	PACK RAT	73431704	23-Jun-83	1367500	29-Oct-85	KNAACK LLC
30.	STORAGEMASTER	73400170	18-Oct-82	1266140	7-Feb-84	KNAACK LLC
31.	KNAACK	73276472	2-Sep-80	1182982	22-Dec-81	KNAACK LLC
32.	K	73276470	2-Sep-80	1182980	22-Dec-81	KNAACK LLC
33.	JOBMASTER	73276471	2-Sep-80	1182981	22-Dec-81	KNAACK LLC
34.	K	73276473	2-Sep-80	1182983	22-Dec-81	KNAACK LLC
35.	WATCHMAN	72393777	2-Jun-71	945736	24-Oct-72	KNAACK LLC
36.	WEATHER GUARD	72266591	13-Mar-67	842268	16-Jan-68	KNAACK LLC
37.	EDGE360	86036653	13-Aug-13	4639446	18-Nov-14	WERNER CO.
38.	COLUMBIA LADDERS	85599609	17-Apr-12	4380945	6-Aug-13	WERNER CO.
39.	LOCK-IN SYSTEM	85023973	27-Apr-10	3896834	28-Dec-10	WERNER CO.
40.	GREEN BULL	77616388	18-Nov-08	3830072	10-Aug-10	WERNER CO.
41.	GREEN BULL	76687249	29-Feb-08	3596950	31-Mar-09	WERNER CO.
42.	TOOLLASSO	78820690	22-Feb-06	3295493	18-Sep-07	WERNER CO.
43.	THE EQUALIZER	78820653	22-Feb-06	3295491	18-Sep-07	WERNER CO.
44.	EVERLEVEL	78820669	22-Feb-06	3295492	18-Sep-07	WERNER CO.
45.	OLD BLUE	78820679	22-Feb-06	3353914	11-Dec-07	WERNER CO.
46.	LADDER CENTRAL	78661900	30-Jun-05	3245490	22-May-07	WERNER CO.

47.	LEANSAFE	87414909	Apr 18, 2017			WERNER CO.
48.	WERNER	85551878	24-Feb-12	4241099	13-Nov-12	WERNER TECHNOLOGIES, INC.
49.	HOLSTERTOP	78714774	16-Sep-05	3236082	1-May-07	WERNER TECHNOLOGIES, INC.
50.	WERNER PERFORMANCE SYSTEM COLOR MATCH FOR LADDER PERFORMANCE. 200LBS. 225LBS. 250LBS. 300LBS. 375LBS.	76472987	9-Dec-02	2977115	26-Jul-05	WERNER TECHNOLOGIES, INC.
51.	WERNER PERFORMANCE SYSTEM	76472988	9-Dec-02	2971658	19-Jul-05	WERNER TECHNOLOGIES, INC.
52.	PUTTING PROJECTS IN REACH	76179799	12-Dec-00	2492691	25-Sep-01	WERNER TECHNOLOGIES, INC.
53.	KELLER	76147496	16-Oct-00	2490782	18-Sep-01	WERNER TECHNOLOGIES, INC.
54.	EDGE	75904973	28-Jan-00	2433390	6-Mar-01	WERNER TECHNOLOGIES, INC.
55.	LEVEL PRO	75727047	11-Jun-99	2422204	16-Jan-01	WERNER TECHNOLOGIES, INC.
56.	SPACEMASTER	75180880	15-Oct-96	2119469	9-Dec-97	WERNER TECHNOLOGIES, INC.
57.	SAFETY SMART FOR ELECTRICAL PROJECTS	75181722	15-Oct-96	2119473	9-Dec-97	WERNER TECHNOLOGIES, INC.
58.	PRO-MASTER FIBERGLASS LADDERS	75082640	2-Apr-96	2081092	22-Jul-97	WERNER TECHNOLOGIES, INC.
59.	SHU-LOK	74466296	26-Nov-93	1875034	24-Jan-95	WERNER TECHNOLOGIES, INC.
60.	STOCKR'S LADDER	74439477	23-Sep-93	1853483	13-Sep-94	WERNER TECHNOLOGIES, INC.
61.	TRUE GRIP	74315579	21-Sep-92	1777637	22-Jun-93	WERNER TECHNOLOGIES, INC.
62.	LEVEL-MASTER	74118076	26-Nov-90	1773397	25-May-93	WERNER TECHNOLOGIES,

						INC.
63.	Design Only	74023851	29-Jan-90	1665862	26-Nov-91	WERNER TECHNOLOGIES, INC.
64.	MULTI-LOK	73717182	17-Mar-88	1574348	2-Jan-90	WERNER TECHNOLOGIES, INC.
65.	Design Only	73591564	4-Apr-86	1416401	11-Nov-86	WERNER TECHNOLOGIES, INC.
66.	GLAS*MARK	73364500	13-May-82	1269865	13-Mar-84	WERNER TECHNOLOGIES, INC.
67.	TRACTION-TRED	73172215	30-May-78	1139372	9-Sep-80	WERNER TECHNOLOGIES, INC.
68.	ALFLO	72409746	8-Dec-71	946935	7-Nov-72	WERNER TECHNOLOGIES, INC.
69.	WERNER	72259201	22-Nov-66	833191	8-Aug-67	WERNER TECHNOLOGIES, INC.
70.	TWIST-PROOF	72254827	20-Sep-66	840624	12-Dec-67	WERNER TECHNOLOGIES, INC.
71.	MIGHTY-LITE	72213633	8-Mar-65	799224	23-Nov-65	WERNER TECHNOLOGIES, INC.
72.	ALUMA-PLANK	72181286	15-Nov-63	773809	21-Jul-64	WERNER TECHNOLOGIES, INC.
73.	SPILL-PROOF	72174727	8-Aug-63	780033	10-Nov-64	WERNER TECHNOLOGIES, INC.
74.	TASK-MASTER	72110913	27-Dec-60	738104	25-Sep-62	WERNER TECHNOLOGIES, INC.
75.	ALFLO	72023002	22-Jan-57	654877	19-Nov-57	WERNER TECHNOLOGIES, INC.
76.	ALDEK	72016165	24-Sep-56	646605	4-Jun-57	WERNER TECHNOLOGIES, INC.