

O. SARAH OTTE GRABER COMPANY: 441 VINE STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

06/08/2008
900108435

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Receiving Party's name and entity type previously recorded on Reel 003249 Frame 0480. Assignor(s) hereby confirms the receiving party is "Douglas Dynamics L.L.C.," a limited liability company of Delaware..		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blizzard Corporation		10/31/2005	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Douglas Dynamics, L.L.C.		
Street Address:	7777 North 73rd Street		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53223		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2344897	BLIZZARD	
Registration Number:	2608491	BLIZZARD POWER PLOW	
Registration Number:	2923619	BLIZZARD	
CORRESPONDENCE DATA			
Fax Number:	(613)241-8234		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	513-241-2324		
Email:	sgrab@whepatent.com		
Correspondent Name:	Sarah Otte Graber		
Address Line 1:	441 Vine Street		
Address Line 2:	2700 Carew Tower		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	DDY-134-118		

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TO: SARAH OTTE GRABER COMPANY: 441 VINE STREET

NAME OF SUBMITTER:	Sarah Otte Graber
Signature:	/Sarah O. Graber/
Date:	06/08/2008
Total Attachments: 12 source=DDY-cover sheet and assnmt#page1.tif source=DDY-cover sheet and assnmt#page2.tif source=DDY-cover sheet and assnmt#page3.tif source=DDY-cover sheet and assnmt#page4.tif source=DDY-cover sheet and assnmt#page5.tif source=DDY-cover sheet and assnmt#page6.tif source=DDY-cover sheet and assnmt#page7.tif source=DDY-cover sheet and assnmt#page8.tif source=DDY-cover sheet and assnmt#page9.tif source=DDY-cover sheet and assnmt#page10.tif source=DDY-cover sheet and assnmt#page11.tif source=DDY-cover sheet and assnmt#page12.tif	

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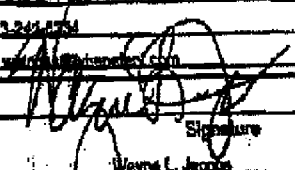
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Form PTO-1394 (Rev. 11/05)
OMB Collection 0931-0027 (exp. 03/31/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): Bizzari Corporation <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Michigan</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>Douglas Dynamics, Inc.</u> Internal Address: _____ Street Address: <u>7777 North 73rd Street</u> City: <u>Milwaukee</u> State: <u>Wisconsin</u> Country: <u>United States</u> Zip: <u>53223</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship _____ <small>Has signer is not domiciled in the United States, a domestic representative designation is attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</small>	
3. Nature of conveyance (Execution Date(s)): Execution Date(s) <u>October 31, 2005</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>2,844,897 2,808,481 2,823,619</u> Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): 			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Wayne L. Jacobs, Esq.</u> Internal Address: <u>Wood, Harns & Evans, LLP</u> Street Address: <u>2700 Carew Tower</u> <u>411 Vine Street</u> City: <u>Cincinnati</u> State: <u>Ohio</u> Zip: <u>45202</u> Phone Number: <u>513-241-8834</u> Fax Number: <u>513-241-8734</u> Email Address: <u>woh@whandev.com</u>		6. Total number of applications and registrations involved: 3 7. Total fee (\$7 CFR 2.6(b)(6) & 3.41) \$ 90.00 <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
9. Signature:  Signature <u>Wayne L. Jacobs</u> Name of Person Signing		8. Payment Information: a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>23-9000</u> Authorized User Name <u>Wayne L. Jacobs</u> Date <u>January 12, 2006</u> Total number of pages including cover sheet, attachments, and document: 13	

Documents to be recorded (including cover sheet) should be sent to (571) 273-9146, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1455, Alexandria, VA 22313-1455

TO: SARAH OTTE GRABER COMPANY: 441 VINE STREET

EXECUTION VERSION

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, is made as of November 1, 2005, between BLIZZARD CORPORATION, a Michigan corporation (the "Assignor") and DOUGLAS DYNAMICS, L.L.C, a Delaware limited liability company (the "Assignee"), pursuant to that certain Asset Purchase Agreement, dated as of November 1, 2005 ("Purchase Agreement") between Assignor, Assignee, MOHAWK CORPORATION, a Michigan corporation ("Mohawk") and, solely with respect to Articles VII and IX of the Purchase Agreement, the Seller's Shareholders (as defined in the Purchase Agreement).

RECITALS

A. The Assignor, Assignee, Mohawk and the Seller's Shareholders, have entered into the Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

B. The Assignor warrants that it is the sole and exclusive owner of the United States Patents, United States Patent Applications, Provisional United States Patent Applications, Canadian Patent Applications, United States Trademark Registrations, Canadian Trademark Registrations, Unregistered Common Law Trademarks and Employee Invention, Confidential Information & Copyright Agreements, collectively referred to as "Seller's Intellectual Property," as set forth and listed in the Schedule attached hereto.

C. Pursuant to the Purchase Agreement, the Assignor desires to contribute, transfer, assign, convey and deliver to the Assignee all of the Assignor's right, title, and interest in and to all of the Seller's Intellectual Property and Assignee is desirous of acquiring ownership of said Seller's Intellectual Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, and to induce the Assignee to consummate the transactions contemplated by the Purchase Agreement ("Transaction"), it is agreed as follows:

1. The Assignor does hereby contribute, transfer, assign, convey and deliver to the Assignee all of the Assignor's right, title, and interest in and to the Seller's Intellectual Property, together with the goodwill of the Business pertaining thereto, the same to be held by the Assignee for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this IP Assignment Agreement and contribution had not been made, including all provisionals, continuations, divisionals, reissues and reexaminations thereof, any and all patents in the United States and all other countries foreign to the United States issuing therefrom and the inventions described therein; together with all rights to profits, royalties and damages for past and future infringement of the aforesaid Seller's Intellectual Property by any party and all rights to sue for and collect such profits, royalties and damages, by reason of past, present and future infringements of the Seller's Intellectual Property, for the use

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TO: SARAH OTTE GRABER COMPANY: 441 VINE STREET

and benefit of the Assignee and the Assignee's successors, assigns and other legal representatives.

2. The Assignor agrees to assist the Assignee, in a commercially reasonable manner, to take all actions and execute all documents necessary or desirable to evidence, record, and perfect the assignment of Seller's Intellectual Property, and shall not enter into any agreement in conflict with this IP Assignment Agreement.

3. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, copyrights, patents or other evidence or form of intellectual property protection or applications therefor, to issue the same to the Assignee and the Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

[Signature page follows.]

TO: SARAH OTTE GRABER COMPANY: 441 VINE STREET

EXECUTION COPY

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date first set forth above.

ASSIGNOR:

BLIZZARD CORPORATION

By: *[Signature]*
Name: Cal Niemela
Title: President

Acknowledgement by Notary Public

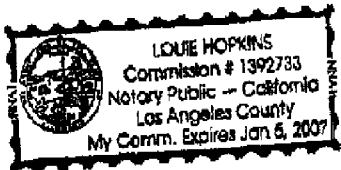
State of California

County of Los Angeles

On this 31st day of October 2005, before me, the undersigned Notary Public, personally appeared Cal Niemela, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: *[Signature]*
Name: LOUIE HOPKINS, Notary Public



ASSIGNEE:

DOUGLAS DYNAMICS, L.L.C.

By: _____
Name:
Title:

Acknowledgement by Notary Public

State of _____

County of _____

On this _____ day of _____ 2005, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: _____
Name: _____, Notary Public

[Signature Page to Intellectual Property Assignment Agreement between Douglas Dynamics, L.L.C. and Blizzard Corporation]

TO: SARAH OTTE GRABER COMPANY: 441 VINE STREET

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date first set forth above.

ASSIGNOR:

BLIZZARD CORPORATION

By: _____
Name:
Title:

Acknowledgement by Notary Public

State of _____

County of _____

On this _____ day of _____, 2005, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal: Signature: _____
Name: _____, Notary Public

ASSIGNEE:

DOUGLAS DYNAMICS, L.L.C.

By: Bob McCormick
Name: Bob McCormick
Title: VP-CFO

Acknowledgement by Notary Public

State of CALIF
County of LOS ANGELES



On this 31ST day of 00T 2005, before me, the undersigned Notary Public, personally appeared Bob McCormick, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Signature: Farinaz Zolfaghari
Name: Farinaz Zolfaghari, Notary Public

Signature Page to Intellectual Property Assignment Agreement between Douglas Dynamics, L.L.C. and Blizzard Corporation

O. SARAH OTTE GRABER COMPANY: 441 VINE STREET

SCHEDULE OF SELLER'S INTELLECTUAL PROPERTY

1. US Trademark Registration Nos. 2,344,897 (Blizzard), 2,608,491 (Blizzard Power Plow), and 2,923,619 (Blizzard)
2. Blizzard Corporation's U.S. Patent Nos. 5,638,618 (Adjustable wing plow), 5,899,007 (Adjustable wing plow), 6,178,669 (Plow hitch assembly for vehicles), 6,408,549 (Adjustable wing plow), 6,442,877 (Plow with rear mounted adjustable wing), 6,412,199 (Adjustable wing plow with fixed pivot), 6,276,076 (Plow hitch assembly for vehicle), 6,393,737 (Plow support assembly) and 6,615,513 (Draw latch assembly for mounting a plow to a vehicle)
3. Canadian Trademark Registration TMA 529,741 (Blizzard)
4. Employee Invention, Confidential Information & Copyright Agreements with Allan Aho dated 6/3/03, Charles A. Halstrom dated 2/18/04, Kevin Johnson dated 2/19/03 and M. Strzyzkowski dated 6/2/04
5. In addition to the forgoing, Sellers have the following patent and trademark applications and unregistered trademarks:
 - (a) US Patent Applications Ser. Nos. 10/749,047 (Ballast Assembly for vehicles), 10/835,429 (Adjustable wing plow), and 60/649,625 (Plow with movable edge member)
 - (b) Canadian Patent Applications Ser. Nos. 2,184,922 (Adjustable wing plow), 2,229,783 (Adjustable wing plow), 2,259,508 (Plow hitch assembly for vehicles), 2,358,145 (Adjustable wing plow), 2,358,359 (Plow with rear mounted, adjustable wing), 2,358,354 (Adjustable wing plow with fixed pivot), 2,454,953 (Ballast assembly for vehicles), and 2,466,195 (Adjustable wing plow)
 - (c) Unregistered trademarks (US & Canada) POWER PLOW, POWER HITCH, SPEEDWING, SNOSLIDE, WIDE PASS, and BUCKET BLADE
 - (d) Pending Canadian Trademark Application 896,677-1

SCHEDULE OF SELLER'S INTELLECTUAL PROPERTY 4

TRADEMARK

REEL: 003810 FRAME: 0582

O: SARAH OTTE GRABER COMPANY: 441 VINE STREET

[Attach Table from Section 3.13 of the Disclosure Schedules of the Asset Purchase Agreement]

TRADEMARK

REEL: 003810 FRAME: 0583

TO: SARAH OTTE GRABER COMPANY: 441 VINE STREET

Schedule 3.13 - Intellectual Property

1. US Trademark Registrations Nos. 2,344,897 (Blizzard), 2,608,491 (Blizzard Power Plow), and 2,923,619 (Blizzard)
2. Blizzard Corporation's U.S. Patent Nos. 5,638,618 (Adjustable wing plow), 5,899,007 (Adjustable wing plow), 6,178,669 (Plow hitch assembly for vehicles), 6,408,549 (Adjustable wing plow), 6,442,877 (Plow with rear mounted adjustable wing), 6,412,199 (Adjustable wing plow with fixed pivot), 6,276,076 (Plow hitch assembly for vehicle), 6,393,737 (Plow support assembly) and 6,615,513 (Draw latch assembly for mounting a plow to a vehicle)
3. Canadian Trademark Registrations TMA 529,741 (Blizzard)
4. Employee Invention, Confidential Information & Copyright Agreements with Allan Aho dated 6/5/03, Charles A. Hallstrom dated 2/18/04, Kevin Johnson dated 2/19/03 and M. Strzyzkowski dated 6/2/04
5. In addition to the forgoing, Sellers have the following patent and trademark applications and unregistered trademarks:
 - (a) US Patent Applications Ser. Nos. 10/749,047 (Ballast Assembly for vehicles), 10/835,429 (Adjustable wing plow), and 60/649,625 (Plow with movable edge member)
 - (b) Canadian Patent Applications Ser. Nos. 2,184,922 (Adjustable wing plow), 2,229,783 (Adjustable wing plow), 2,259,508 (Plow hitch assembly for vehicles), 2,358,145 (Adjustable wing plow), 2,358,359 (Plow with rear mounted, adjustable wing), 2,358,354 (Adjustable wing plow with fixed pivot), 2,454,953 (Ballast assembly for vehicles), and 2,466,195 (Adjustable wing plow)
 - (c) Canadian Trademark Application 896,677-1 (Blizzard-extension of goods in TMA 529,741)
 - (d) Unregistered trademarks (US & Canada) POWER PLOW, POWER HITCH, SPEEDWING, SNOSLIDE, WIDE PASS, and BUCKET BLADE

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TO: SARAH OTTE GRABER COMPANY: 441 VINE STREET

Disclosure Statements Section 3.13
Intellectual Property

	Pat. No.	Title	Issue Date	Blizzard Corp. Ownership
U.S. Patents	5,638,618	ADJUSTABLE WING PLOW	6/17/97	Wholly-owned
	5,899,007	ADJUSTABLE WING PLOW	5/4/99	Wholly-owned
	6,178,669	PLOW HITCH ASSEMBLY FOR VEHICLES	1/30/01	Wholly-owned
	6,408,549	ADJUSTABLE WING PLOW	6/25/02	Wholly-owned
	6,442,877	PLOW WITH REAR MOUNTED ADJUSTABLE WING	9/3/02	Wholly-owned
	6,412,199	ADJUSTABLE WING PLOW WITH FIXED PIVOT	7/2/02	Wholly-owned
	6,276,076	PLOW HITCH ASSEMBLY FOR VEHICLE	8/21/01	Wholly-owned
	6,393,737	PLOW SUPPORT ASSEMBLY	5/28/02	Wholly-owned
	6,615,513	DRAW LATCH ASSEMBLY FOR MOUNTING A PLOW TO A VEHICLE	9/9/03	Wholly-owned

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	Ser. No.	Title	Filing Date	Blizzard Corp. Ownership
U.S. Patent Applications	10/749,047	BALLAST ASSEMBLY FOR VEHICLES	12/30/03	Wholly-owned
	10/835,429	ADJUSTABLE WING PLOW	4/29/04	Wholly-owned
	60/649,625	PLOW WITH MOVABLE EDGE MEMBER	2/2/05	Wholly-owned
	Ser. No.	Title	Filing Date	Blizzard Corp. Ownership
Canadian Patent Applications	2,184,922	ADJUSTABLE WING PLOW	9/5/96	Wholly-owned
	2,229,783	ADJUSTABLE WING PLOW	3/18/98	Wholly-owned
	2,259,508	PLOW HITCH ASSEMBLY FOR VEHICLES	2/9/99	Wholly-owned
	2,358,145	ADJUSTABLE WING PLOW	10/1/01	Wholly-owned
	2,358,359	PLOW WITH REAR MOUNTED, ADJUSTABLE WING	10/2/01	Wholly-owned
	2,358,354	ADJUSTABLE WING PLOW WITH FIXED PIVOT	10/2/01	Wholly-owned
	2,454,953	BALLAST ASSEMBLY FOR VEHICLES	1/13/04	Wholly-owned
	2,466,195	ADJUSTABLE WING PLOW	5/3/04	Wholly-owned

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	Reg. No.	Mark	Reg. Date	Blizzard Corp. Ownership
U.S. Trademark Registrations	2,344,897	BLIZZARD	4/23/00	Wholly-owned
	2,608,491	BLIZZARD POWER PLOW	8/20/02	Wholly-owned
	2,923,619	BLIZZARD	2/1/05	Wholly-owned
	Reg. No.	Mark	Reg. Date	Blizzard Corp. Ownership
Canadian Trademark Registration	TMA 529,741	BLIZZARD	6/23/00	Wholly-owned
	Serial No.	Mark	Filing Date	Blizzard Corp. Ownership
Canadian Trademark Application	896,677-1	BLIZZARD (extension of goods in TMA 529,741)	3/23/01	Wholly-owned
	Mark	Goods		Blizzard Corp. Ownership
Unregistered Trademarks (U.S. & Canada)	POWER PLOW	Snowplows		Wholly-owned
	POWER HITCH	Hitches for snowplows		Wholly-owned
	SPEEDWING	Snowplows		Wholly-owned

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	Mark	Goods	Blizzard Corp. Ownership
	SNO SLIDE	Trip spring cover	Wholly-owned
	WIDE PASS	Dozer blades	Wholly-owned
	BUCKET BLADE	Dozer blades	Wholly-owned

Attorneys of record for all U.S. issued patents, patent applications, registered trademarks and trademark applications are:

Donald S. Gardner
Timothy A. Flory
Van Dyke, Gardner, Linn & Burkhart, LLP
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Grand Rapids, MI 49588-8695
(616) 973-5500

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CANADA
(613) 237-5160

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Suite 700, 225 Metcalfe Street
Ottawa, Ontario K2P 1P9
Canada
(613) 236-6628