

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse First Boston		04/18/2011	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	New DD, LLC
Street Address:	7777 North 73rd Street
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53223
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	DDL Acquisition Corp.
Street Address:	7777 North 73rd Street
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53223
Entity Type:	CORPORATION: DELAWARE

Name:	Douglas Dynamics Holdings, Inc. now known as Douglas Dynamics, Inc.
Street Address:	7777 North 73rd Street
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53223
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	0813932	ISARMATIC
Registration Number:	890859	HYDRA-TURN

900189927

**TRADEMARK
 REEL: 004526 FRAME: 0362**

CH \$615.00 0813932

Registration Number:	899620	WESTERN
Registration Number:	1272412	SNOFOIL
Registration Number:	1712602	UNIMOUNT
Registration Number:	1748153	FISHER
Registration Number:	1753609	FISHER
Registration Number:	1851301	MINUTE MOUNT
Registration Number:	1850538	MINUTE MOUNT
Registration Number:	2179421	MVP
Registration Number:	2189880	FLOSTAT
Registration Number:	2215270	INSTA-ACT
Registration Number:	2194310	EZ-V
Registration Number:	2158883	FISH STIK
Registration Number:	2254244	SWING AWAY
Registration Number:	2354584	FISHER
Registration Number:	2560043	ULTRAMOUNT
Registration Number:	2608875	WESTERN
Registration Number:	2689397	PROPLUS
Registration Number:	2771303	PRO-PLOW
Registration Number:	272287	
Registration Number:	272303	
Registration Number:	437303	
Registration Number:	504992	

CORRESPONDENCE DATA

Fax Number: (917)777-2962
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 735-2962
Email: Faith.Robinson@skadden.com
Correspondent Name: S. Anita Sinha
Address Line 1: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 2: Four Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	139900/656
NAME OF SUBMITTER:	S. Anita Sinha
Signature:	/S. Anita Sinha/
Date:	04/21/2011

Total Attachments: 10

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY ("Release") is given as of this 18th day of April, 2011, by CREDIT SUISSE FIRST BOSTON (acting through its Cayman Islands Branch), a Swiss Bank, located at Eleven Madison Avenue, New York, New York 10010, as Collateral Agent for the Secured Parties ("Assignor"), in favor of NEW DD, LLC, a Delaware limited liability company, located at 7777 North 73rd Street, Milwaukee, WI 53223, DDL ACQUISITION CORP., a Delaware corporation, located at, 7777 North 73rd Street, Milwaukee, WI 53223, and DOUGLAS DYNAMICS HOLDINGS, INC., a Delaware corporation, now known as Douglas Dynamics, Inc., a Delaware corporation, located at 7777 North 73rd Street, Milwaukee, WI 53223, (each an "Assignee" and collectively, the "Assignees").

Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Senior Second Lien Pledge and Security Agreement.

WHEREAS, that certain Credit and Guaranty Agreement (\$50,000,000 Senior Secured Credit Facilities), dated as of March 31, 2004 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms), was entered into among DDL Acquisition Corp. ("DDL"; and following the merger of DDL with and into New DD, LLC, a Delaware limited liability company (the "Company")), Douglas Dynamics Holdings, Inc. ("Holdings"), certain subsidiaries of the Company listed on the signature pages thereto, as Guarantors (the "Subsidiary Guarantors"), the Lenders listed therein, CSFB as Sole Bookrunner and Sole Lead Arranger and CSFB as Administrative Agent (the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the lenders thereunder extended certain Loans to DDL in order for DDL to purchase the Company, to be guaranteed by Holdings and the Subsidiary Guarantors (such parties, together with Company, each a "Credit Party," and collectively, the "Credit Parties") and, in connection therewith, each Grantor agreed to secure such Grantor's obligations under the Credit Documents with a second priority security interest in the Collateral;

WHEREAS, the Company also entered into the Senior First Lien Credit Agreement, whereby the lenders thereunder have extended or will extend certain loans to the Company, to be guaranteed by Holdings and the Subsidiary Guarantors and in connection therewith, each of the Company, Holdings and the Subsidiary Guarantors thereunder have agreed to secure such party's obligations thereunder with a first priority security interest in the Collateral;

WHEREAS, Assignor and the First Lien Collateral Agent entered into an Intercreditor Agreement which provides for, inter alia, the relative priorities of the security interests granted in that certain Senior Second Lien Pledge and Security Agreement, dated as of March 31, 2004 (the "Senior Second Lien Pledge and Security Agreement"), and in the First Lien Security Agreement;

WHEREAS, in consideration of the extensions of credit and other accommodations of Lenders as set forth in the Credit Agreement, respectively, each Grantor agreed to secure such Grantor's obligations under the Credit Documents as set forth in the Senior Second Lien Pledge and Security Agreement;

WHEREAS, pursuant to the Senior Second Lien Pledge and Security Agreement, each Assignee granted to Assignor for its benefit and for the benefit of the other Secured Parties, a security interest in and continuing lien on all of such Assignee's right, title and interest in, to and under all personal property of such Assignee including, but not limited to the following, in each case whether then owned or existing or thereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the "Intellectual Property Collateral"): all Intellectual Property, including the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses, including those listed on Schedule A hereto.

WHEREAS, the Senior Second Lien Pledge and Security Agreement was recorded with the United States Patent and Trademark Office on May 19, 2004, at Reel 015341/Frame 0585, Reel 2974/Frame 0814, and Reel 2830/Frame 0130;

WHEREAS, Assignor and Assignees desire that Assignor terminate and release its security interest in all of each Assignee's right, title and interest in, to and under the Intellectual Property Collateral, including the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby terminates, releases and discharges fully its security interest in all of Assignees' right, title and interest in, to and under the Intellectual Property, including the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses, including those listed on Schedule A hereto, and reassigns and transfers any and all interest that Assignor may have in the Intellectual Property Collateral, including the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses.

Assignor hereby authorizes Assignees or Assignees' authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

Assignor shall take all further actions and provide Assignees, their successors, assigns or other legal representatives, all such cooperation and assistance

(including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Assignees, at Assignees' expense, to more fully and effectively effectuate the purposes of this Release.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES THEREOF.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY to be executed and delivered by its officer thereunto authorized as of the date first written above.

ASSIGNOR:

CREDIT SUISSE AG, Cayman Islands Branch (FORMERLY KNOWN AS CREDIT SUISSE FIRST BOSTON (acting through its Cayman Islands Branch)), as Collateral Agent

By: 
Name: BILL O'CONNELL
Title: DIRECTOR

By: 
Name: Sanja Gazahl
Title: Associate

*[Release of Security Interest in Intellectual Property]
Term Loan*

TRADEMARK
REEL: 004526 FRAME: 0368

Schedule A

See attached.

(Intellectual Property)

Douglas Dynamics Holdings, Inc.

None.

DDL Acquisition Corp.

None.

New DD, LLC

4.5(A) Copyrights

None.

4.5(B) Copyright Licenses

None.

4.5(C) Patents

<u>Country</u>	<u>Registration Number/ Status</u>	<u>Name</u>	<u>Application Date</u>	<u>Application Number</u>	<u>Issue Date</u>
Canada	1,128,835	Single level hydraulic system control mechanism (expired)	3/3/80	346816	8/3/82
Canada	2,060,425	Removable snowplow with a pivotable lift stand	1/31/92	2060425	7/25/00
Canada	2,126,035	Salt spreader mounting assembly	6/16/94	2126035	5/7/96
Canada	2,354,257	Snowplow mounting assembly	7/27/01	2354257	Not issued
Canada	2,356,036	Snowplow and mount assembly	8/29/01	2356036	Not issued
U.S.	4,206,602 Expired	Single lever hydraulic system control mechanism	04/19/79	031401	06/10/80

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<u>Country</u>	<u>Registration Number/ Status</u>	<u>Name</u>	<u>Annulment Date</u>	<u>Annulment Number</u>	<u>Issue Date</u>
U.S.	4,277,818 Expired	Combined headlight, turn signal and parking lamp for snow plows and the like	12/31/79	108967	07/07/81
U.S.	4,280,062 Expired	Auxiliary light wiring harness	08/22/79	068874	07/21/81
U.S.	4,999,935	Hydraulic system and apparatus for use with vehicle accessory units	5/31/90	531523	3/19/91
U.S.	5,353,530	Quick mounting snow plow assembly	9/2/92	939331	10/14/94
U.S.	5,375,773	Salt spreader mounting assembly; for mounting on a vehicle	9/2/93	114827	12/27/94
U.S.	5,420,480	Automatic headlamp switching system	7/31/92	923129	5/30/95
U.S.	5,501,405	Dispenser apparatus for spreading particulate material	7/5/94	270453	3/26/94
U.S.	5,649,666 Expired.	Motor-powered spreading apparatus for use with articulating dump boxes.	4/26/96	638131	7/22/97
U.S.	5,727,835	Alarmed truck mounted tool box; for mounting within the bed of a vehicle	4/23/96	636487	3/17/98
U.S.	5,806,213	Rotatable support wheels for a snowplow; for use with a vehicle	1/6/97	779730	9/15/98
U.S.	5,806,214	Support wheels mounted in the vicinity of the center of gravity of a snowplow for use with a vehicle	1/6/97	779882	9/15/98
U.S.	RE35700	Removable snowplow assembly with pivotable lift stand	12/1/95	556277	12/30/97
U.S.	6,012,740 Expired. Note: Company does believe this patent relates to one of its products.	Combination sample medication payment check and medication prescription device.	8/3/98	128171	1/11/00
U.S.	6,050,008	Vehicle mounted accessory assembly	9/12/97	938004	4/18/00
U.S.	6,253,470	Hydraulic and electrical control systems for use with vehicle accessory units	2/21/97	803942	7/3/01

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Country	Registration Number/ Status	Name	Application Date	Application Number	Issue Date
U.S.	6,526,677	Snowplow mounting assembly	10/6/00	684269	3/4/03
U.S.	6,012,240	Vehicle mountable snowplow (not currently in use)	1/26/97	978549	1/11/00
U.S.	5,125,174	Removable snowplow with pivotable lift stand (not currently in use)	4/15/91	686128	6/30/92
U.S.	6,000,150	Hydraulic and electrical control systems (withdrawn)	2/21/97	803942	12/14/99
U.S.	Pending	UltraMount Divisional		339116	
U.S.	Pending	Multiplexing		277713	
				102782	
U.S.	Pending	Minute Mount 2		878744	
U.S.	Pending	Ultralight/PRO PLUS		282630	

4.5(D) Patent Licenses

Licenses Granted by Company

- Royalty License Agreement with M.P. Meaza Research and Development re U.S. patent no. 5,420,480
- Royalty License Agreement with Sno-Way International, Inc. re U.S. patent nos. 4,280,062 and 5,420,480

Licenses Obtained by Company

- Agreement with The Louis Berkman Company and Meyer Products, Inc. re U.S. patent nos. 4,803,790 and 4,845,866 for a paid up fee
- Agreement with Case LLC re U.S. patent no. 4,758,932 for a paid up fee

Cross License Agreements

- Agreement with Curtis International, Inc. and Curtis Tractor Cab, Inc. re Curtis U.S. patent nos. 6,145,222 and 6,209,231 and Company U.S. patent no. re. 35,700, Company shall pay royalties to Curtis

4.5(E)

Trademarks

<u>SNOW CONTROL</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
EZ-V/US	2,194,310	10/6/98
FISHER/US	2,354,584	6/6/00
FISHER/CANADA	437,303	12/23/94
FISHER/ LOGO/US	1,753,609	2/23/93
FISH-STIK/US	2,158,883	5/19/98
FLEX ARM	Common Law	
FLOSTAT/US	2,189,880	9/15/98
HOME STEADER	Common Law	
HYDRA-TURN/US (not renewed)	890,859	5/12/70
INSTA-ACT/US	2,215,270	12/29/98
ISARMATIC/US (no longer in use)	813,932	8/30/66
MINUTE MOUNT/US	1,851,301	8/30/94
MINUTE MOUNT2/US	1,850,538	8/23/94
MVP/US	2,179,421	8/4/98
PLOWMATE	Common Law	
PRO-GUARD	Common Law	
PRO PLUS	2,689,397	2/18/03
PRO-FLOW	2,771,303	10/7/03
PROTUBE	Common Law	
PUMPMATE	Common Law	
ROLL-ACTION	Common Law	
SNO-FOIL/US	1,272,412	4/3/84
STORM GUARD	Common Law	
SUBURBANITE	Common Law	
ULTRAFINISH	Common Law	
ULTRAMOUNT/US	2,560,043	4/9/02
UNIMOUNT/US	1,712,602	9/1/92
WESTERN/US	2,608,875	8/20/02
WESTERN/CANADA	272,303	12/11/78
XBLADE	Common Law	
<u>ICE CONTROL</u>		
FISHER	1,748,153	1/26/93
ICE BREAKER	Common Law	
PRO-FLO	Common Law	
PRO-FLO2	Common Law	
SPHED-CASTER	Common Law	
PRO-CASTER	Common Law	
SPEED-CASTER2	Common Law	
SWING AWAY/US	2,254,244	6/15/99

TRADEMARK

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ICE CONTROL (con't)

SWING AWAY/CANADA
WESTERN/US
WESTERN/CANADA

Reg. No.

504,992
899,620
272,287

Reg. Date

8/2/96
9/29/70
09/3/82

OTHERS

DYNA-VAULT/US (no longer being used; product no longer being sold)

4.5(F) Trademark Licenses

None.

4.5(G) Trade Secret Licenses

None.

4.5(H) Intellectual Property Exceptions

Lien recorded in favor of Continental Illinois National Bank and Trust relating to the ISARMATIC mark, U.S. trademark number 813,932. Mark no longer in use.

Other Intellectual Property Items

Joint Development Agreement

- Joint Development and Requirements Purchase Agreement with Grote Industries, Inc. Company owns intellectual property owned by Grote as of the effective date of the Agreement relating to the product design and all inventions made by the parties after the effective date. Company grants Grote the right to make, use or sell products embodying the intellectual property, with certain restrictions.

Internet Domain Names

www.fisherplows.com
www.westernplows.com
www.homesteaderplows.com
www.suburbaniteplows.com

TRADEMARK