

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (ABL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOUGLAS DYNAMICS, L.L.C.		07/08/2020	Limited Liability Company: DELAWARE
TRYNEX INTERNATIONAL LLC		07/08/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn Street		
Internal Address:	Floor L2, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86515213	AUTOMATIXX	
Serial Number:	88847384	SNOWEX	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>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.</i>			
Phone:	2124552333		
Email:	jmull@stblaw.com		
Correspondent Name:	Bobbie Burrows		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1894		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	07/09/2020		
Total Attachments: 4			

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, effective as of July 8, 2020 by DOUGLAS DYNAMICS, L.L.C. and TRYNEX INTERNATIONAL LLC (each, a “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (in such capacity as collateral agent, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, Grantor is a party to the Second Amended and Restated ABL Pledge and Security Agreement dated as of June 8, 2020 (as it may be from time to time amended, restated, modified or supplemented, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to the Collateral Agent for its benefit and for the benefit of the other Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all personal property of Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the “Collateral”):

- (a) Trademarks of Grantor listed on Schedule I attached hereto;
- (b) all goodwill connected with the use of and symbolized by the foregoing; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2 hereof attach to any lease, license, contract, property rights or agreement to which Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (a) the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein or (b) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that, in the case of either (a) or (b) above, such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied

and to the extent severable, shall attach immediately to any portion of such Lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (a) or (b) above.

SECTION 4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

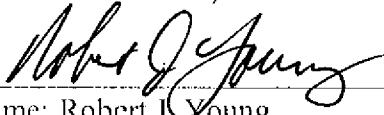
SECTION 5. Termination. Upon the payment in full of all Secured Obligations, the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, the Collateral Agent shall, at Grantor's expense, execute and deliver to Grantor any documents or instruments in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

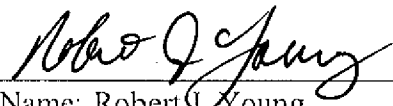
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DOUGLAS DYNAMICS, L.L.C.

By: 
Name: Robert J. Young
Title: Vice President and Treasurer

TRYNEX INTERNATIONAL LLC

By: 
Name: Robert J. Young
Title: Vice President and Treasurer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered U.S. Trademarks

TRADEMARK	OWNER	MARK DRAWING CODE	SERIAL NO.	FILING DATE	REGISTRATION DATE
AUTOMATIXX	Douglas Dynamics, L.L.C.	(4) STANDARD CHARACTER MARK	86515213	1/27/2015	6/15/2016
SNOWEX	Trynex International LLC	(4) STANDARD CHARACTER MARK	88847384	3/25/2020	N/A