| Form PTO-1594 (Rev. 06/04)<br>OMB Collection 0651-0027 (exp. 6/30/2005)                 | U.S. DEPARTMENT OF COMMERCI<br>United States Patent and Trademark Offic                                      |
|---|--|
| RECORDATION FO  |  |
| TRADEMA   | RKS ONLY   |
| To the Director of the U. S. Patent and Trademark Office: Plea                          | ase record the attached documents or the new address(es) below.  |
| 1. Name of conveying party(ies)/Execution Date(s):                                      | 2. Name and address of receiving party(ies)  |
| Douglas Dynamics, L.L.C.  | Additional names, addresses, or citizenship attached?  |
|   | Name: New DD, LLC  |
| Individual(s) Association   | Internal<br>Address:   |
| General Partnership Limited Partnership   |  |
| ☐ Corporation-State   | Street Address: 7777 North 73rd Street   |
| X Other Limited Liability Company   | City: Milwaukee  |
| Citizenship (see guidelines) Delaware   | State: Wisconsin   |
| Execution Date(s) March 31, 2004  | Country: U.S.A. Zip: 53223  Association Citizenship  |
| Additional names of conveying parties attached? Yes X No                                |  |
| 3. Nature of conveyance:  | Limited Partnership Citizenship  |
|   | Corporation Citizenship Delaware   |
| <u> </u>  | Other Limited Liability Company Citizenship Delaware   |
| ☐ Security Agreement ☐ Change of Name ☐ Other   | If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No |
| 4. Application number(s) or registration number(s) and                                  | (Designations must be a separate document from assignment)   |
| Application number(s) or registration number(s) and     A. Trademark Application No.(s) | B. Trademark Registration No.(s)   |
|   | SEE ATTACHED EXHIBIT 1   |
|   | Additional sheet(s) attached? X Yes 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: | 6. Total number of applications and  |
| Name:   | registrations involved:  |
| Internal Address: Wood, Herron & Evans, L.L.P.  | 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$465.00  |
|   | Authorized to be charged by credit card  |
| Street Address: 441 Vine Street, 2700 Carew Tower                                       | Authorized to be charged to deposit account  |
|   | L_J Enclosed   |
| City: Cincinnati  | 8. Payment Information:  |
| State: Ohio Zip: 45202-2917   | a. Credit Card Last 4 Numbers<br>Expiration Date   |
| Phone Number: <u>(513) 241-2324</u>   | b. Deposit Account Number 23-3000  |
| Fax Number: (513) 241-6234  | Authorized User Name Wood, Herron & Evans, L.L.P.  |
| Email Address: sgraber@whepatent.com  |  |
| 9. Signature: Signature   | October 25, 2004   |
| Sarah Otte Graber   | Total number of pages including cover 11   |
| Name of Person Signing  | sheet, attachments, and document:  |

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## **EXHIBIT 1**

# ASSIGNMENT DOUGLAS DYNAMICS, L.L.C. TO NEW DD, LLC

| MARK              | IN THE<br>NAME OF           | FILING<br><u>DATE</u> | REGISTRATION<br>NO./SERIAL NO. | REGISTRATION DATE |
|-------------------|-----------------------------|-----------------------|--------------------------------|-------------------|
| EZ-V              | Douglas Dynamics,<br>L.L.C. | 04/04/97              | 2,194,310                      | 10/06/98          |
| FISHER            | 11                          | 07/24/98              | 2,354,584                      | 06/06/00          |
| FISHER and Design | 11 .                        | 03/09/92              | 1,753,609                      | 02/23/93          |
| FISHER            | 11                          | 03/09/92              | 1,748,153                      | 01/26/93          |
| FISH STIK         | tt                          | 05/06/97              | 2,158,883                      | 05/19/98          |
| FLOSTAT           | lt .                        | 12/20/96              | 2,189,880                      | 09/15/98          |
| INSTA-ACT         | II.                         | 03/11/97              | 2,215,270                      | 12/29/98          |
| ISARMATIC         | †I                          | 10/22/65              | 813,932                        | 08/30/66          |
| MINUTE MOUNT      | If                          | 08/31/93              | 1,851,301                      | 08/30/94          |
| MVP               | 11                          | 12/06/96              | 2,179,421                      | 08/04/98          |
| PROPLUS           | ti ti                       | 12/14/01              | 2,689,397                      | 02/18/03          |
| PRO-PLOW          | II.                         | 10/16/02              | 2,771,303                      | 10/07/03          |
| SNOFOIL           | 11                          | 11/04/82              | 1,272,412                      | 04/03/84          |
| SWING AWAY        | п                           | 07/03/97              | 2,254,244                      | 06/15/99          |
| ULTRAMOUNT        | 11                          | 04/24/00              | 2,560,043                      | 04/09/02          |
| UNIMOUNT          | н                           | 12/18/90              | 1,712,602                      | 09/01/92          |
| WESTERN           | Ħ                           | 09/29/00              | 2,608,875                      | 08/20/02          |
| WESTERN           | 11                          | 08/21/68              | 899,620                        | 09/29/70          |

K:\DDY\Assign Exh List Trademarks for Assignment.wpd

25-2004 09:52 15132416234 P.04

#### ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into as of March 31, 2004 by and between Douglas Dynamics, L.L.C., a Delaware limited liability company ("Assignor") located at 7777 North 73rd Street, P.O. Box 245038, Milwaukee, Wisconsin 53224, and New DD, LLC, a Delaware limited liability company and wholly-owned subsidiary of Assignor ("Assignee") located at 7777 North 73rd Street, P.O. Box 245038, Milwaukee, Wisconsin 53224. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Contribution Agreement (as defined below).

#### RECITALS

- A. WHEREAS, Assignor and Assignee have entered into a Contribution Agreement, dated as of March  $\geq 1$ , 2004 (the "Contribution Agreement"), pursuant to which Assignor is to contribute to Assignee the Transferred Assets, which include all of Assignor's Intellectual Property, including without limitation, all Intellectual Property described on Exhibit A attached hereto, in consideration for the Assignee assuming the Assumed Liabilities.
- B. WHEREAS, Assignor has agreed to execute and deliver this Assignment to Assignee for the purpose of transferring to and vesting in Assignee all of Assignor's right, title and interest in and to the Intellectual Property, including without limitation, all Intellectual Property described on Exhibit A attached hereto, which Assignor is transferring to Assignee pursuant to the Contribution Agreement.

#### **ASSIGNMENT**

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions set forth in the Contribution Agreement and herein, the parties hereto agree as follows:

- Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Intellectual Property, including without limitation, all Intellectual Property described on Exhibit A attached hereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights under or in respect of Intellectual Property, including without limitation, all Intellectual Property described on Exhibit A attached hereto, including rights to sue for and remedies against past, present and future infringements thereof, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.
- 2. Assignor represents and warrants that, at the time of the execution and delivery of this Assignment, Assignor possesses the unencumbered right and authority to make this Assignment. Assignor further represents, warrants and covenants that the execution and delivery

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of this Assignment does not breach any agreement to which Assignor is a party, and Assignor has not entered into, and will not enter into, any oral or written agreement in conflict with this Assignment.

- 3. As may be requested by Assignee or its designee or other legal representative from time to time after the date hereof, Assignor agrees to assist Assignee, or Assignee's successors, assigns, designees, nominees or other legal representatives, without further consideration, other than the reimbursement of reasonable out-of-pocket expenses, to (i) evidence, record and perfect the assignment of the Intellectual Property, including without limitation, all Intellectual Property described on Exhibit A attached hereto, and (ii) secure Assignee's rights in the Intellectual Property, including without limitation, all Intellectual Property described on Exhibit A attached hereto, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney and similar instruments reasonably necessary to assign and convey to Assignee, or Assignee's successors, assignees, designees, nominees or other legal representatives, all right, title and interest in and to the Intellectual Property, including without limitation, all Intellectual Property described on Exhibit A attached hereto.
- 4. Assignor hereby authorizes and requests that each and every organization or authority, including but not limited to the United States Copyright Office, the United States Patent and Trademark Office and the Canadian Patent and Trademark Office, whose duty it is to issue, certify or assign registrations or applications for Intellectual Property or other evidence or forms of intellectual property protection, to issue, certify or assign as appropriate, the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.
- 5. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
- 6. Nothing in this Assignment shall alter any right, liability or obligation of the Assignee or Assignor arising under the Contribution Agreement, which shall govern the rights and the obligations of the parties with respect to the Intellectual Property, including without limitation, all Intellectual Property described on Exhibit A attached hereto, in the event of conflict.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

### **ASSIGNOR:**

DOUGLAS DYNAMICS, L.L.C

Title:

SECRETARY

## **ASSIGNEE:**

NEW DD, LLC

Title: MANAGER

| STATE OF[]   |   | )                              |  |   |
|--|---|--------------------------------|--|---|
| COUNTY OF  | []  | ) ss.<br>)                     |  |   |
| gosepiro.  | regoing instrument Plue as S ed liability compan  | secretary                      | dged before me this 31 da                      | y of March, 2004, by<br>Dynamics, L.L.C., a   |
|  | s my hand and offic<br>nmission Expires: 3        |                                | Notary Public                                  | <u>O</u>  |
| STATE OF[ ]  |   | )                              | e  | ANGEL ARIAS tary Public, State of New York No. 01AR5040048 Sualified in Queens County ficate Filed in New York County mission Expires March 6, 20 |
| COUNTY OF [  | J   | ) ss.<br>)                     |  | . , _   |
| The fore<br><u>Jose pk. ເນ . ເ</u><br>liability compan | we as seco  | vas acknowled                  | ged before me this 314 day<br>for New DD, LLC, | of March, 2004, by a Delaware limited   |
| Witness<br>My Com                                      | my hand and officia<br>unission Expires: <u>≥</u> | al seal.<br>· <u>6 · 0 7</u> . | Notary Public                                  |   |

ANGEL ARIAS
Notary Public, State of New York
No. 01AR5040048
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 6, 20<u>6</u>7

25-2004 09:53 15132416234 P.08

Exhibit A

Douglas Intellectual Property

Patents

| Country | Registration         | <u>Patents</u><br><u>Name</u>   | Application | <b>Application</b> | <u>Issue</u>  |
|---------|----------------------|---|-------------|--------------------|---------------|
|         | Number/<br>Status    |   | <u>Date</u> | <u>Number</u>      | <u>Date</u>   |
| Canada  | 1,128,835            | Single level hydraulic<br>system control<br>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<br>issued |
| Canada  | 2,356,036            | Snowplow and mount assembly   | 8/29/01     | 2356036            | Not<br>issued |
| U.S.    | 4,206,602<br>Expired | Single lever hydraulic<br>system control<br>mechanism                       | 04/19/79    | 031401             | 06/10/80      |
| U.S.    | 4,277,818<br>Expired | Combined headight, turn signal and parking lamp for snow plows and the like | 12/31/79    | 108967             | 07/07/81      |
| U.S.    | 4,280,062<br>Expired | Auxiliary light wiring<br>harness   | 08/22/79    | 068874             | 07/21/81      |
| U.S.    | 4,999,935            | Hydraulic system and<br>apparatus for use with<br>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<br>switching system                                      | 7/31/92     | 923129             | 5/30/95       |
| U.S.    | 5,501,405            | Dispenser apparatus for<br>spreading particulate<br>material                | 7/5/94      | 270453             | 3/26/94       |

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| Country | Registration<br>Number/<br>Status  | <u>Name</u>  | Application Date | Application<br>Number | <u>Issue</u><br><u>Date</u> |
|---------|--|--|------------------|-----------------------|-----------------------------|
| U.S.    | 5,649,666<br>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                      |
| U.S.    | 6,526,677  | Snowplow mounting assembly   | 10/6/00          | 684269                | 3/4/03                      |
| U.S.    | 6,012,240  | Vehicle mountable<br>snowplow (not currently<br>in use)  | 1/26/97          | 978549                | 1/11/00                     |

25-2004 09:54 15132416234 P.10

| Country | Registration<br>Number/<br>Status | <u>Name</u>   | Application<br>Date | Application<br>Number | <u>Issue</u><br><u>Date</u> |
|---------|-----------------------------------|---|---------------------|-----------------------|-----------------------------|
| 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                |                             |

#### **Patent Licenses**

### Licenses Granted by Company

- Royalty License Agreement with M.P. Menze 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

#### **Trademarks**

| SNOW CONTROL    | Reg. No.  | Reg Date |
|-----------------|-----------|----------|
| 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  |

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| 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*               | 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-PLOW                    | 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 |          |
| ICE CONTROL                 | Reg. No.   | Reg Date |
| FISHER                      | 1,748,153  | 1/26/93  |
| ICE BREAKER                 | Common Law | 1,20,75  |
| PRO-FLO                     | Common Law |          |
| PRO-FLO2                    | Common Law |          |
| SPEED-CASTER                | Common Law |          |
| PRO-CASTER                  | Common Law |          |
| SPEED-CASTER2               | Common Law |          |
| SWING AWAY/US               | 2,254,244  | 6/15/99  |
| SWING AWAY/CANADA           | 504,992    | 8/2/96   |
| WESTERN/US                  | 899,620    | 9/29/70  |
|                             |            | -,,-     |

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.

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WESTERN/CANADA
OTHERS

272,287

09/3/82

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

### **<u>Joint Development Agreement</u>**

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

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**RECORDED: 10/25/2004**