04/09/2004
700077709

05-24-2004

5·18·04

Form PTO-1594
(rev 3/1)

RECORDATION FORM C... 102750612

TRADEMARKS ONLY

...ommerce
...ark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Douglas Dynamics, L.L.C.

__ Individual(s) __ Association
__ General Partnership __ Limited Partnership
__ Corporation -
X Other: **Delaware Limited Liability Company**

Additional name(s) of conveying party(ies) attached? __ Yes X No

2. Name and Address of receiving party(ies)

New DD, LLC
7777 North 73rd Street
P.O. Box 245038
Milwaukee, Wisconsin 53224

__ Individual(s) citizenship
__ Association
__ General Partnership
__ Limited Partnership
__ Corporation
X Other: **Delaware Limited Liability Company**

If assignee is not domiciled in the United States, a domestic representative designation is attached: __ Yes X No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? __ Yes X No

3. Nature of conveyance:
X Assignment __ Merger
__ Security Agreement __ Change of Name
__ Other:

Execution Date: **March 31, 2004**

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

B. Trademark Registration No(s).

See Attached

Additional numbers attached? X Yes __ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Elaine D. Ziff, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036

6. Total number of applications/registrations involved: **24**

7. Total fee (37 CFR 3.41) **$615**

X All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 217730/1809)

8. Deposit Account No. **19-2385**

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elaine D. Ziff	Elaine D. Ziff	April 9, 2004
Name	Signature	Date

Total number of pages including cover sheet, attachments, and document: 12

Page 2

CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

A. Trademark Application No(s).	B. Trademark Registration No(s).
	2194310
	2354584
	437303
	1753609
	2158883
	2189880
	890859
	2215270
	813932
	1851301
	1850538
	2179421
	2689397
	2771303
	1272412
	2560043
	1712602
	2608875
	272303
	1748153
	2254244
	504992
	899620
	272287

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 __, 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:

1. Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to 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

TRADEMARK
REEL: 002971 FRAME: 0760

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

By: _____
Name:
Title: SECRETARY

ASSIGNEE:

NEW DD, LLC

By: _____
Name:
Title: MANAGER

STATE OF[ ])
) ss.
COUNTY OF [ ])

The foregoing instrument was acknowledged before me this 31st day of March, 2004, by Joseph W. Pluz as Secretary for Douglas Dynamics, L.L.C., a Delaware limited liability company.

Witness my hand and official seal.
My Commission Expires: 3.6.07.

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, 2007

STATE OF[ ])
) ss.
COUNTY OF [ ])

The foregoing instrument was acknowledged before me this 31st day of March, 2004, by Joseph W. Pluz as Secretary for New DD, LLC, a Delaware limited liability company.

Witness my hand and official seal.
My Commission Expires: 3.6.07.

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, 2007

TRADEMARK
REEL: 002971 FRAME: 0763

Exhibit A

(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

Country	Registration Number/ Status	Name	Application Date	Application Number	Issue Date
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

TRADEMARK
REEL: 002971 FRAME: 0764

Country	Registration Number/ Status	Name	Application Date	Application Number	Issue Date
U.S.	4,277,818 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 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

TRADEMARK
REEL: 002971 FRAME: 0765

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. 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

TRADEMARK
REEL: 002971 FRAME: 0766

4.5(E) 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
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-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		
FISHER	1,748,153	1/26/93
ICE BREAKER	Common Law	
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

TRADEMARK
REEL: 002971 FRAME: 0767

ICE CONTROL (con't)	Reg. No.	Reg. Date
SWING AWAY/CANADA	504,992	8/2/96
WESTERN/US	899,620	9/29/70
WESTERN/CANADA	272,287	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