

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

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):**

Blizzard Corporation

- Individual(s)
- General Partnership
- Corporation- State: Michigan
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance (Execution Date(s) :**

Execution Date(s) October 31, 2005

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Douglas Dynamics, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 7777 North 73rd Street

City: Milwaukee

State: Wisconsin

Country: United States Zip: 53223

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

Citizenship \_\_\_\_\_  
If a signer is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**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)

2,344,897 2,608,491 2,923,619

Additional sheet(s) attached?  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:**

Name: Wayne L. Jacobs, Esq.

Internal Address: Wood, Herron & Evans, L.L.P.

Street Address: 2700 Carew Tower  
441 Vine Street

City: Cincinnati

State: Ohio Zip: 45202

Phone Number: 513-241-2324

Fax Number: 513-241-6234

Email Address: wjacobs@whepatent.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

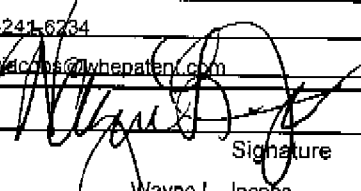
**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 23-3000

Authorized User Name Wayne L. Jacobs

**9. Signature:**



Signature

January 12, 2006

Date

Wayne L. Jacobs

Name of Person Signing

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

13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$90.00 233000 2344897

## 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

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.

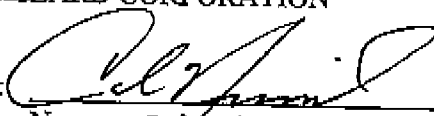
[Signature page follows.]

**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

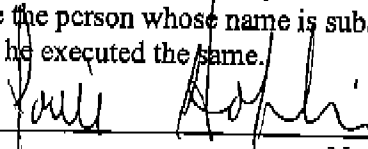
By:   
Name: Cal Niemela  
Title: President

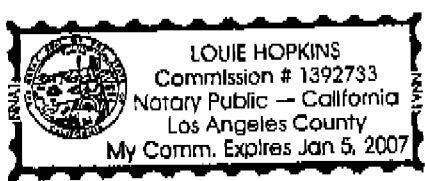
**Acknowledgement by Notary Public**

State of California  
County of Los Angeles

On this 31<sup>st</sup> day of October 2005, before me, the undersigned Notary Public, personally appeared Cal Gunnar 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:   
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]

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.

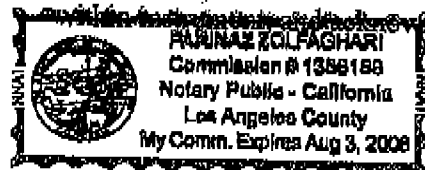
By: Bob McCormick  
Name: Bob McCormick  
Title: VP-CFO

Acknowledgement by Notary Public

State of CALIF  
County of LOS ANGELES



On this 31<sup>ST</sup> day of Oct 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: Parinaz Zolfaghari  
Name: Parinaz Zolfaghari, Notary Public

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

## 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 6/5/03, Charles A. Halistrom dated 2/18/04, Kevin Johnson dated 2/19/03 and M. Strzykowski 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: 003249 FRAME: 0485

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

**Schedule 3.13 -- 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 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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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

	Ser. No.	Title	Filing Date	Blizzard Corp. Ownership
<b>U.S. Patent Applications</b>	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
<b>Canadian Patent Applications</b>	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

TRADEMARK

REEL: 003249 FRAME: 0489

	Reg. No.	Mark	Reg. Date	Blizzard Corp. Ownership.
U.S. Trademark Registrations	2,344,897	BLIZZARD	4/25/00	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

	Mark	Goods		Blizzard Corp. Ownership
	SNOSLIDE	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  
 2851 Charlevoix Drive, S.E.  
 P.O. Box 888695  
 Grand Rapids, MI 49588-8695  
 (616) 975-5500

Agent of record for all Canadian Patent Applications is:

Borden Ladner Gervais LLP  
 World Exchange Plaza  
 100 Queen Street, Suite 1100  
 Ottawa, Ontario K1P 1J9  
 CANADA  
 (613) 237-5160

Agent of record for all Canadian trademark applications and registrations is:

J. Guy Potvin  
 Milton, Geller LLP  
 Suite 700, 225 Metcalfe Street  
 Ottawa, Ontario K2P 1P9  
 Canada  
 (613) 236-6628