

O. SARAH OTTE GRABER COMPANY: 441 VINE STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

06/08/2008
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| | | | |
|----------------------------------|--|---------------------|-----------------------|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the Receiving Party's name and entity type previously recorded on Reel 003249 Frame 0480. Assignor(s) hereby confirms the receiving party is "Douglas Dynamics L.L.C.," a limited liability company of Delaware.. | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Blizzard Corporation | | 10/31/2005 | CORPORATION: MICHIGAN |
| RECEIVING PARTY DATA | | | |
| Name: | Douglas Dynamics, L.L.C. | | |
| Street Address: | 7777 North 73rd Street | | |
| City: | Milwaukee | | |
| State/Country: | WISCONSIN | | |
| Postal Code: | 53223 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2344897 | BLIZZARD | |
| Registration Number: | 2608491 | BLIZZARD POWER PLOW | |
| Registration Number: | 2923619 | BLIZZARD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (613)241-8234 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 513-241-2324 | | |
| Email: | sgrab@whepatent.com | | |
| Correspondent Name: | Sarah Otte Graber | | |
| Address Line 1: | 441 Vine Street | | |
| Address Line 2: | 2700 Carew Tower | | |
| Address Line 4: | Cincinnati, OHIO 45202 | | |
| ATTORNEY DOCKET NUMBER: | DDY-134-118 | | |

CH \$90.00 2344897

TO: SARAH OTTE GRABER COMPANY: 441 VINE STREET

| | |
|--|-------------------|
| NAME OF SUBMITTER: | Sarah Otte Graber |
| Signature: | /Sarah O. Graber/ |
| Date: | 06/08/2008 |
| Total Attachments: 12 source=DDY-cover sheet and assnmt#page1.tif source=DDY-cover sheet and assnmt#page2.tif source=DDY-cover sheet and assnmt#page3.tif source=DDY-cover sheet and assnmt#page4.tif source=DDY-cover sheet and assnmt#page5.tif source=DDY-cover sheet and assnmt#page6.tif source=DDY-cover sheet and assnmt#page7.tif source=DDY-cover sheet and assnmt#page8.tif source=DDY-cover sheet and assnmt#page9.tif source=DDY-cover sheet and assnmt#page10.tif source=DDY-cover sheet and assnmt#page11.tif source=DDY-cover sheet and assnmt#page12.tif | |

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Form PTO-1394 (Rev. 11/05)
OMB Collection 0931-0027 (exp. 03/31/2008)

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):
Bizzari Corporation

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

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Douglas Dynamics, Inc.
Internal Address: _____
Street Address: 7777 North 73rd Street
City: Milwaukee
State: Wisconsin
Country: United States Zip: 53223

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____

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

3. Nature of conveyance (Execution Date(s)):
Execution Date(s) October 31, 2005

Assignment Merger
 Security Agreement Change of Name
 Other _____

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)
2,844,897 2,808,481 2,823,619

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, Harns & Evans, LLP
Street Address: 2700 Carew Tower
411 Vine Street
City: Cincinnati
State: Ohio Zip: 45202
Phone Number: 513-241-8834
Fax Number: 513-241-8734
Email Address: woh@whandev.com

6. Total number of applications and registrations involved: 3

7. Total fee (\$7 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 23-9000
Authorized User Name Wayne L. Jacobs

9. Signature: [Signature]
Signature
Wayne L. Jacobs
Name of Person Signing

January 12, 2008
Date

Total number of pages including cover sheet, attachments, and document: 13

Documents to be recorded (including cover sheet) should be sent to (571) 273-9146, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1455, Alexandria, VA 22313-1455

TO: SARAH OTTE GRABER COMPANY: 441 VINE STREET

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

ws160.lmp

TO: SARAH OTTE GRABER COMPANY: 441 VINE STREET

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.]

TO: SARAH OTTE GRABER COMPANY: 441 VINE STREET

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: *[Signature]*
Name: Cal Niemela
Title: President

Acknowledgement by Notary Public

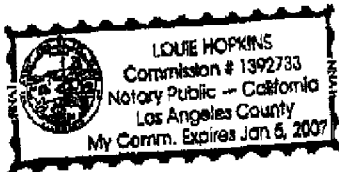
State of California

County of Los Angeles

On this 31st day of October 2005, before me, the undersigned Notary Public, personally appeared Cal 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: *[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]

TRADEMARK

REEL: 003810 FRAME: 0580

10: SARAH OTTE GRABER COMPANY: 441 VINE STREET

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 31ST day of 00T 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: Farnaz Zolfaghari
Name: FARNAZ ZOLFAGHARI, Notary Public

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

O. SARAH OTTE GRABER COMPANY: 441 VINE STREET

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 6/3/03, Charles A. Halstrom 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) 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: 003810 FRAME: 0582

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

TO: SARAH OTTE GRABER COMPANY: 441 VINE STREET

Schedule 3.13 - Intellectual Property

1. US Trademark Registrations 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

kyjrc208 (unregistered) 3.13.doc

TO: SARAH OTTE GRABER COMPANY: 441 VINE STREET

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 |

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| | Ser. No. | Title | Filing Date | Blizzard Corp. Ownership |
|------------------------------|------------|---|-------------|--------------------------|
| U.S. Patent Applications | 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 |
| Canadian Patent Applications | 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 |

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| | Reg. No. | Mark | Reg. Date | Blizzard Corp. Ownership |
|---|-------------|--|-------------|--------------------------|
| U.S. Trademark Registrations | 2,344,897 | BLIZZARD | 4/23/00 | 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 |

O: SARAH OTTE GRABER COMPANY: 441 VINE STREET

| | Mark | Goods | Blizzard Corp. Ownership |
|--|-----------------|-------------------|-----------------------------|
| | SNO SLIDE | 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.
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(616) 973-5500

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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