

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Release of Security Interest in Trademarks	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A. as successor in interest to Continental Illinois National Bank and Trust Company of Chicago		04/18/2011	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Douglas Dynamics, L.L.C. successor in interest to Douglas Dynamics, Inc.		
<b>Street Address:</b>	7777 North 73rd Street		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53223		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0813932	ISARMATIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(917)777-2962		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 735-2962		
<b>Email:</b>	Faith.Robinson@skadden.com		
<b>Correspondent Name:</b>	S. Anita Sinha		
<b>Address Line 1:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 2:</b>	Four Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	139900/656		
<b>NAME OF SUBMITTER:</b>	S. Anita Sinha		

CH \$40.00 0813932

**900189772**

**TRADEMARK  
 REEL: 004525 FRAME: 0316**

Signature:	/S. Anita Sinha/
Date:	04/20/2011
<b>Total Attachments: 4</b> source=TM Release - Bank of America, NA (Continental III Nat'l Bk) to Douglas Dynamics, LLC#page1.tif source=TM Release - Bank of America, NA (Continental III Nat'l Bk) to Douglas Dynamics, LLC#page2.tif source=TM Release - Bank of America, NA (Continental III Nat'l Bk) to Douglas Dynamics, LLC#page3.tif source=TM Release - Bank of America, NA (Continental III Nat'l Bk) to Douglas Dynamics, LLC#page4.tif	

## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is given as of this 18th day of April, 2011, by BANK OF AMERICA, N.A., as successor in interest to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Agent ("Assignor"), in favor of DOUGLAS DYNAMICS, L.L.C., a Delaware limited liability company, located at 7777 North 73<sup>rd</sup> Street, Milwaukee, WI 53223, successor in interest to DOUGLAS DYNAMICS, INC. ("Assignee").

Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Secured Credit Agreement or Patent and Trademark Assignment, as applicable.

**WHEREAS**, each Assignee and Assignor entered into that certain Secured Credit Agreement, dated as of July 1, 1986 (as the same may be amended, modified, supplemented, or renewed, the "Secured Credit Agreement");

**WHEREAS**, the Secured Credit Agreement provided for Assignee to execute and deliver to Assignor that certain Patent and Trademark Assignment, dated as of July 1, 1986 (the "Patent and Trademark Assignment");

**WHEREAS**, the Patent and Trademark Assignment was recorded with the United States Patent and Trademark Office on October 14, 1986, at Reel 0540/Frame 0778;

**WHEREAS**, pursuant to the Secured Credit Agreement and Patent and Trademark Assignment, as security for the payment of the Term Notes, the Revolving Notes, and all other Liabilities, Assignee granted, assigned, and conveyed unto Assignor, its successors and assigns, for the benefit Assignor the entire right, title and interest of Assignee in and to the following: all foreign, and United States trademarks and trademark registrations, including but not limited to those listed on Schedule I hereto, and all of the goodwill symbolized by, each trademark and trademarks registration, and all continuations and extensions thereof, the right to sue for past, present, and future infringements or dilutions thereof or for injury to the goodwill associated therewith, all rights corresponding thereto throughout the world, and all proceeds of the foregoing (including, without limitation, license, royalties and proceeds of suit) (all of the foregoing being herein called collectively the "Trademarks").

**WHEREAS**, the Assignor and Assignee desire that Assignor terminate and release its security interest in all of Assignee's right, title and interest in and to the Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby releases and discharges its security interest in all of Assignee's right, title and interest in and to the Trademarks, including but not limited to

the Trademarks listed on Schedule I hereto, and reassigns and transfers any and all interest that Assignor may have in the Trademarks to Assignee.


Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) file this Release with the United States Patent and Trademark Office, (ii) file Form UCC-3 Termination Statements or such other forms as may be necessary or appropriate to implement the Order and the Plan to memorialize the release of any security interest of Assignor in the Trademarks, and/or (iii) otherwise file this Release in the applicable governmental office or agency.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Assignor has caused this **RELEASE OF SECURITY INTEREST IN TRADEMARKS** to dated and executed as of the above date.

**ASSIGNOR:**

**BANK OF AMERICA, N.A.**, as successor  
in interest to **CONTINENTAL ILLINOIS  
NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO**

By:   
Name: Deborah M. Fleming  
Title: Vice President

**SCHEDULE I TO  
RELEASE OF SECURITY INTEREST IN TRADEMARKS**

<b>Registration Number</b>	<b>Country</b>	<b>Mark</b>
813,932	U.S.A.	ISARMATIC