

**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>
Credit Suisse, Cayman Islands Branch		04/18/2011	Bank: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	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>	CORPORATION: DELAWARE		
<b>Name:</b>	Douglas Dynamics, L.L.C.		
<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>Name:</b>	Douglas Dynamics Finance Company		
<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>	CORPORATION: DELAWARE		
<b>Name:</b>	Fisher, LLC		
<b>Street Address:</b>	50 Gordon Drive		
<b>City:</b>	Rockland		
<b>State/Country:</b>	MAINE		

CH \$690.00 813982

Postal Code:	04841
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	813982	
Registration Number:	890859	HYDRA-TURN
Registration Number:	899620	WESTERN
Registration Number:	1272412	SNOFOIL
Registration Number:	1712602	UNIMOUNT
Registration Number:	1748153	FISHER
Registration Number:	1753609	FISHER
Registration Number:	1850538	MINUTE MOUNT
Registration Number:	1851301	MINUTE MOUNT
Registration Number:	2158883	FISH STIK
Registration Number:	2179421	MVP
Registration Number:	2189880	FLOSTAT
Registration Number:	2194310	EZ-V
Registration Number:	2215270	INSTA-ACT
Registration Number:	2254244	SWING AWAY
Registration Number:	2354584	FISHER
Registration Number:	2560043	ULTRAMOUNT
Registration Number:	2608875	WESTERN
Registration Number:	2689397	PROPLUS
Registration Number:	2771303	PRO-PLOW
Registration Number:	2344897	BLIZZARD
Registration Number:	529471	PIPPIN
Registration Number:	2923619	BLIZZARD
Registration Number:	529741	
Registration Number:	2608491	BLIZZARD POWER PLOW
Registration Number:	2504693	ROCKIT
Registration Number:	572741	

CORRESPONDENCE DATA

Fax Number: (917)777-2962

**TRADEMARK**  
**REEL: 004525 FRAME: 0571**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (212) 735-2962  
Email: Faith.Robinson@skadden.com  
Correspondent Name: S. Anita Sinha  
Address Line 1: Skadden, Arps, Slate, Meagher & Flom LLP  
Address Line 2: Four Times Square  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	139900/656
NAME OF SUBMITTER:	S. Anita Sinha
Signature:	/S. Anita Sinha/
Date:	04/20/2011

**Total Attachments: 5**

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## **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 CREDIT SUISSE, CAYMAN ISLANDS BRANCH, a Swiss Bank, located at Eleven Madison Avenue, New York, New York 10010, as collateral agent for the Secured Parties ("Assignor"), in favor of DOUGLAS DYNAMICS, INC., a Delaware corporation, located at 7777 North 73<sup>rd</sup> Street, Milwaukee, WI 53223, DOUGLAS DYNAMICS, L.L.C., a Delaware limited liability company, located at 7777 North 73<sup>rd</sup> Street, Milwaukee, WI 53223, DOUGLAS DYNAMICS FINANCE COMPANY, a Delaware corporation, located at 7777 North 73<sup>rd</sup> Street, Milwaukee, WI 53223, and FISHER, LLC, a Delaware limited liability company, located at 50 Gordon Drive, Rockland, ME 04841, whether as an original signatory hereto or as an Additional Grantor (each an "Assignee" and collectively, the "Assignees").

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

**WHEREAS**, each Assignee is a party to a Term Pledge and Security Agreement, dated as of May 21, 2007 (the "Security Agreement"), in favor of Assignor pursuant to which each Assignee was required to execute and deliver a Trademark Security Agreement;

**WHEREAS**, each Assignee entered into that certain Trademark Security Agreement, dated as of May 21, 2007, in favor of Assignor;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 23, 2007, at Reel 3586/Frame 0963;

**WHEREAS**, pursuant to the Security Agreement and the Trademark Security Agreement, each Assignee granted to Assignor for its benefit and for the benefit of the other Secured Parties, a security interest in and continuing lien on all of such Assignee's right, title and interest in, to and under all personal property of such Assignee including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the "Trademark Collateral"):

- (a) Trademarks of Grantor listed on Schedule I attached hereto;
- (b) all goodwill connected with the use of and symbolized by the foregoing; and
- (c) all Proceeds of any and all of the foregoing.

Notwithstanding anything herein to the contrary, in no event did the security interest granted attach to any lease, license, contract, property rights or agreement to which any Assignee was a party or any of its rights or interests thereunder if

and for so long as the grant of such security interest shall constitute or result in (a) the abandonment, invalidation or unenforceability of any right, title or interest of any Assignee therein or (b) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that, in the case of either (a) or (b) above, such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such Lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (a) or (b) above.

**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 Trademark Collateral.

**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 Trademark Collateral, including but not limited to the Trademarks listed on Schedule I annexed hereto, and reassigns and transfers any and all interest that Assignor may have in the Trademark Collateral 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 Trademark Collateral, 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 be executed and delivered by its duly authorized officer thereunto as of the date first set forth above.

**ASSIGNOR:**

**CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH**, as Collateral Agent for the  
Secured Parties

By:   
Name: **BILL O'DONOGHUE**  
Title: **DIRECTOR**

By:   
Name: **Sanja Gazdali**  
Title: **Associate**

*[Release of Security Interest in Trademarks]  
Term Loan*

**TRADEMARK  
REEL: 004525 FRAME: 0575**

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

Country	Mark	Registration No.
U.S.	Flex Arm	Common Law
U.S.	Home Steader	Common Law
U.S.	Plowmate	Common Law
U.S.	Pro-Guard	Common Law
U.S.	Protube	Common Law
U.S.	Pumpmate	Common Law
U.S.	Roll-Action	Common Law
U.S.	Storm Guard	Common Law
U.S.	Suburbanite	Common Law
U.S.	Ultrafinish	Common Law
U.S.	XBlade	Common Law
U.S.	Ice Breaker	Common Law
U.S.	Pro-Flo	Common Law
U.S.	Pro-Flo2	Common Law
U.S.	Speed-Caster	Common Law
U.S.	Pro-Caster	Common Law
U.S.	Speed Caster2	Common Law
U.S.	Isarmatic (no longer in use)	813,982
U.S.	Hydra-Turn (not renewed)	890,859
U.S.	Western	899,620
U.S.	Sno-Foil	1,272,412
U.S.	Unimount	1,712,602
U.S.	Fisher	1,748,153
U.S.	Fisher/Logo	1,753,609
U.S.	Minute Mount2	1,850,538
U.S.	Minute Mount	1,851,301

Registration No.	Mark	Registration No.
U.S.	Fish-Stik	2,158,883
U.S.	MVP	2,179,421
U.S.	Flostat	2,189,880
U.S.	EZ-V	2,194,310
U.S.	Insta-Act	2,215,270
U.S.	Swing Away	2,254,244
U.S.	Fisher	2,354,584
U.S.	Ultramount	2,560,043
U.S.	Western	2,608,875
U.S.	Pro Plus	2,689,397
U.S.	Pro-Plow	2,771,303
U.S.	Blizzard	2,344,897
U.S.	Blizzard	529,471
U.S.	Blizzard	2,923,619
U.S.	Blizzard	529,741
U.S.	Blizzard Power Plow	2,608,491
U.S.	Rockit	2,504,693
U.S.	Rockit	572,741
U.S.	Blizzard Power Plow	Common Law
U.S.	Power Plow	Common Law
U.S.	Power Plow	Common Law
U.S.	Rockit Power Blade	Common Law
U.S.	Rockit Power Blade	Common Law