

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Lien Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Acquisition Tango LLC		05/06/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	111 East Wisconsin Avenue
<b>Internal Address:</b>	Floor 15
<b>City:</b>	Milwaukee
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53202
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	4203009	SALT TRAXX
Registration Number:	3283858	TURFEX
Registration Number:	2504543	SPREADEX
Registration Number:	2481828	VALUSWEEP
Registration Number:	2583181	VALUSPREAD
Registration Number:	2248537	TRYNEX
Registration Number:	2166561	SWEEP-EX
Registration Number:	4195332	ONEFORM
Serial Number:	85792612	FLEETSOLUTIONS GROUP
Serial Number:	85793086	FLEETSOLUTIONS GROUP

**CORRESPONDENCE DATA**

Fax Number: 9177777373

**900254795**

**TRADEMARK  
 REEL: 005024 FRAME: 0655**

**CH \$265.00 4203009**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-735-3000  
Email: andrew.patrick@skadden.com  
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP  
Address Line 1: Four Times Square  
Address Line 2: Attn: Rebecca Rodal, Esq.  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	139900/656
NAME OF SUBMITTER:	Rebecca Rodal
Signature:	/rebecca rodal/
Date:	05/09/2013

**Total Attachments: 8**

source=Trademark SA (First Lien)#page1.tif  
source=Trademark SA (First Lien)#page2.tif  
source=Trademark SA (First Lien)#page3.tif  
source=Trademark SA (First Lien)#page4.tif  
source=Trademark SA (First Lien)#page5.tif  
source=Trademark SA (First Lien)#page6.tif  
source=Trademark SA (First Lien)#page7.tif  
source=Trademark SA (First Lien)#page8.tif

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of May 6, 2013, between ACQUISITION TANGO LLC (the "Grantor") and JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (in such capacity as collateral agent, the "Collateral Agent").

### WITNESSETH:

WHEREAS, Douglas Dynamics, Inc. (f/k/a Douglas Dynamics Holdings, Inc.), Douglas Dynamics, LLC, Douglas Dynamics Finance Company, and Fisher, LLC (the "Original Grantors") were each party to (i) that certain Amended and Restated Credit and Guaranty Agreement, dated as of April 18, 2011 (the "Credit Agreement") and (ii) that certain Term Pledge and Security Agreement, dated as of April 18, 2011 (the "Security Agreement"), in favor of the Collateral Agent pursuant to which each Original Grantor was required to execute and deliver this Trademark Security Agreement; and

WHEREAS, pursuant to that certain Counterpart Agreement dated May 6, 2013 (the "Counterpart Agreement"), the Grantor became a party to and bound by the Credit Agreement, agreed to comply with all the terms and conditions of the Security Agreement, and granted a security interest in all of its right, title and interest in, to and under the Collateral of the Grantor, including Intellectual Property, subject to the limited exclusions set forth in Section 2.3 of the Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, the Credit Agreement, or the Counterpart Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants to the Collateral Agent for its benefit and for the benefit of the other Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under all personal property of the Grantor 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 "Collateral"):

- (a) Trademarks of the 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.

SECTION 3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2 hereof attach to any lease, license, contract, property rights or agreement to which the Grantor is 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 the Grantor 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.

SECTION 4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Termination. Upon the payment in full of all Secured Obligations and the cancellation or termination of the Commitments, the Collateral Agent shall execute and deliver to the Grantor any documents or instruments in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Covenant. The Grantor agrees that (i) immediately following the effectiveness of the Counterpart Agreement, it will change its name to Trynex International LLC and all of its obligations under the Counterpart Agreement, including but not limited to the grant of security, will continue in full force and effect following such name change and (ii) it will take all steps that the Collateral Agent deems necessary or desirable to record assignments of Intellectual Property Collateral (as defined in the Security Agreement) and to deliver and record other transfer documents to fill in any gaps in the chain of title to the Intellectual Property Collateral (as defined in the Security Agreement).

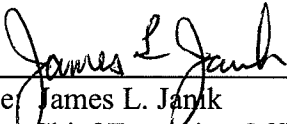
SECTION 7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer effective as of the date first set forth above.

Very truly yours,

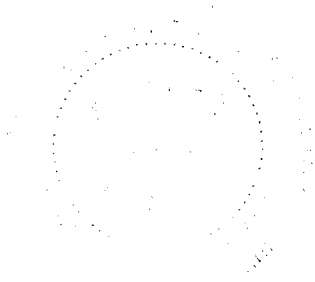
**ACQUISITION TANGO LLC,**

By:   
Name: James L. Janik  
Title: Chief Executive Officer

STATE OF )  
 ) SS.  
COUNTY OF )

I, a notary public, in and for the county and state aforesaid, do hereby certify that the above named person appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said limited liability company pursuant to authority granted to him/her by the board of directors of said limited liability company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 3<sup>rd</sup> day of May, 2013.



Linda K. Buteyn

Notary Public

My commission expires: 01/29/2017

Accepted and Agreed:

**JPMORGAN CHASE BANK, N.A.,**  
as Collateral Agent

By: Michael A. Hintz

Name: Michael A. Hintz  
Title: Authorized Officer



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
SALT TRAXX	U.S.	4,203,009	04-SEP-2012
TURFEX	U.S.	3,283,858	21-AUG-2007
SPREADEX	U.S.	2,504,543	06-NOV-2001
VALUSWEEP	U.S.	2,481,828	28-AUG-2001
VALUSPREAD	U.S.	2,583,181	18-JUN-2002
TRYNEX	U.S.	2,248,537	01-JUN-1999
SWEEP-EX	U.S.	2,166,561	16-JUN-1998
ONEFORM	U.S.	4,195,332	21-AUG-2012
TURFEX	Canada	TMA738485	21-APR-2009
SWEEP-EX	Canada	TMA524918	15-MAR-2000
TRYNEX	Canada	TMA508298	22-FEB-1999
SNOW-EX	Canada	TMA524919	15-MAR-2000
SPREAD-EX	Canada	TMA543592	09-APR-2001
TURFEX	European Community (CTM)	9890641	10/20/2011
SWEEPEX	European Community (CTM)	3984143	11/18/2005
VALUSWEEP	European Community (CTM)	3984201	11/18/2005

[Trademark Security Agreement (Term)]

SNOWEX	European Community (CTM)	3984176	11/18/2005
SPREADEX	European Community (CTM)	3984184	11/18/2005

**Trademark Applications**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Application Number</b>	<b>Application Date</b>
FLEETSOLUTIONS GROUP	U.S.	85/792,612	12/03/2012
FLEETSOLUTIONS GROUP (design)	U.S.	85/793,086	12/03/2012

[Trademark Security Agreement (Term)]