

02-09-2004

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2-9-04

To the Honorable Commission

102664833

ached original documents or copy thereof.

1. Name of conveying party(ies):

**AZTEC CONCRETE ACCESSORIES, INC.**

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name

☒ Other Security Interest Amendment

Execution Date: January 30, 2004

2. Name and address of receiving party(ies)

Name: THE BANK OF NEW YORK

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

Street Address: 101 Barclay Street

City: New York State: New York Zip: 10286

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

**SEE ATTACHED SCHEDULE**

B. Patent No.(s)

**SEE ATTACHED SCHEDULE**

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence

concerning document should be mailed:

Name: Julie L. Dalke

Internal Address: Latham & Watkins

Street Address: 650 Town Center Drive

Suite 2000

City: Costa Mesa State: CA Zip: 92626

6. Total number of applications and patents involved:

**17**

7. Total fee (37 CFR 3.41).....\$ 760.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

50-0524

**DO NOT USE THIS SPACE**

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Julie L. Dalke  
Name of Person Signing

Julie L. Dalke  
Signature

February 9, 2004  
Date

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

**19**

02/09/2004 LMUELLER 00000042 4756641

01 FC:8021

680.00 OP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

Repln. Ref: 02/09/2004 LMUELLER 0012564400  
DAH:500524 Name/Number:4756641  
FC: 9204 \$80.00 CR

OC\657322.1

**PATENT**  
**REEL: 014943 FRAME: 0788**

**SCHEDULE A****AZTEC CONCRETE ACCESSORIES, INC.**  
**PATENT REGISTRATIONS AND APPLICATIONS**

<b><u>Issued Patents</u></b>		
<b><u>Registered Owner</u></b>	<b><u>Patent Title</u></b>	<b><u>Patent No. and Date</u></b>
Aztec Concrete Accessories, Inc.	Sand Plate and Concrete Reinforcement Support	4,756,641 07/12/88
Aztec Concrete Accessories, Inc.	Two-Part Anchor Bolt Holder	5,050,364 09/24/91
Aztec Concrete Accessories, Inc.	Support for Metal Reinforcements in Poured Concrete	D334,133 03/23/93
Aztec Concrete Accessories, Inc.	Slab On Grade Chair	5,729,949 03/24/98
Aztec Concrete Accessories, Inc.	Bolster Bar	D393,997 05/05/98
Aztec Concrete Accessories, Inc.	Slab On Grade Chair	D394,200 05/12/98
Aztec Concrete Accessories, Inc.	Tower Chair	D421,709 3/21/00
Aztec Concrete Accessories, Inc.	Chair	D428,501 07/18/00
Aztec Concrete Accessories, Inc.	Method Apparatus for Supporting Reinforcement Members	6,089,522 07/18/00
<b><u>Pending Patent Applications</u></b>		
<b><u>Owner</u></b>	<b><u>Patent Title</u></b>	<b><u>Application No. Application Date</u></b>
Aztec Concrete Accessories, Inc.	Plastic Slab Bolster Supporter	09/904,152 07/12/01
Aztec Concrete Accessories, Inc.	Tilt Up Concrete Form Brace	10/121,125 04/11/02
Aztec Concrete Accessories, Inc.	Plastic Slab Bolster Upper	10/223,387 08/19/02
Aztec Concrete Accessories, Inc.	Concrete Forming System for Curved Walls	10/301,311 11/21/02
Aztec Concrete Accessories, Inc.	Concrete Void Former	10/392,070 03/19/03
Aztec Concrete Accessories, Inc.	Brace for Concrete Forms	10/425,519 04/29/03
Aztec Concrete Accessories, Inc.	Concrete Construction with Control Joint Protective Strip	10/247,219 09/19/02
Aztec Concrete Accessories, Inc.	Post-Tension Intersection Chair	10/301,311 11/21/02

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of January 30, 2004 (this "Patent Security Agreement"), is by and among DAYTON SUPERIOR CORPORATION, an Ohio corporation ("Borrower"), AZTEC CONCRETE ACCESSORIES, INC., a California corporation, DUR-O-WAL, INC., a Delaware corporation, SYMONS CORPORATION, a Delaware corporation (together with Borrower, each referred to herein individually as a "Grantor" and collectively as "Grantors"), and THE BANK OF NEW YORK, as collateral agent (the "Collateral Agent") and as trustee (the "Trustee") for the beneficial holders (the "Noteholders") under that certain Indenture, dated as of June 9, 2003, by and among Borrower, the Obligors parties thereto as Guarantors and the Trustee, governing the rights and duties of Borrower under 10¼% Senior Second Secured Notes due 2008 in the initial aggregate principal amount of \$165,000,000 (the "Indenture").

## WITNESSETH:

## WHEREAS:

- (A) In connection with the repayment of that certain Credit Agreement, dated as of June 16, 2000, among Borrower, the lenders party thereto in their capacities as lenders and Deutsche Bank Trust Company Americas as administrative agent, the Borrower has entered into that certain Credit Agreement, dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Grantors and General Electric Capital Corporation, in its capacity as Agent for itself and Lenders from time to time party to the Credit Agreement (the "Agent");
- (B) The Borrower, Agent, Trustee and Collateral Agent have entered into that certain Intercreditor Agreement (the "Intercreditor Agreement"), dated as of the date hereof, to establish the priority of their security interests in Borrower's assets; and
- (C) As a condition precedent to the effectiveness of the Credit Agreement, the Borrower, Collateral Agent and Trustee are required to execute this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

## 1. DEFINED TERMS

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Amended and Restated Security Agreement, dated as of the date hereof (the "Security Agreement"), among the Grantors, certain other grantors, the Collateral Agent and the Trustee.

## 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL

To secure the prompt and complete payment, performance and observance of all of the Second Priority Lien Obligations and all renewals, extensions, restructurings and refinancings thereof, and all obligations, liabilities and indebtedness of each Grantor arising under the Indenture and

the Security Documents (all such Second Priority Lien Obligations and other secured obligations, the "Secured Obligations"), each Grantor, subject to the terms of the Intercreditor Agreement, hereby grants to Collateral Agent, on behalf of Trustee and Noteholders, a continuing security interest and Lien in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

- (a) all of its (i) Patents and (ii) Patent Licenses to which any Grantor is a party including those referred to on Schedule I hereto (if and to the extent that the creation of a Lien on licensed rights is not prohibited by the agreement granting such license, provided that if any such prohibition is contained in any such agreement, the relevant Grantor shall use all reasonable efforts to amend such agreement to remove such prohibition);
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by, right in and judgment in favor of such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License;

provided, however, in no event shall Patent Collateral include (A) 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 (i) the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein or (ii) 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 Uniform Commercial Code (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 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 (i) or (ii) above; or (B) any asset subject to a Permitted Lien.

### 3. **SECURITY AGREEMENT; INTERCREDITOR AGREEMENT**

The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of Trustee and Noteholders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement and the Intercreditor Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, in each case in respect of any collateral constituting Noteholder Collateral (as defined in the Intercreditor Agreement) are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Pledge Agreement, the terms of the Intercreditor Agreement shall govern.

4. **TERMINATION OF THIS PATENT SECURITY AGREEMENT**

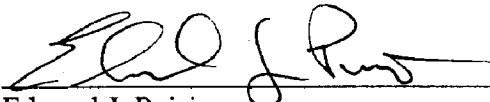
This Patent Security Agreement shall terminate upon the payment and satisfaction in full of all Second Priority Lien Obligations.

5. **GOVERNING LAW**


THIS PATENT SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES WHICH SHALL BE DEEMED NOT TO INCLUDE SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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

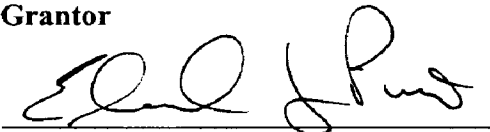
**DAYTON SUPERIOR CORPORATION,**  
as a Grantor

By:   
Edward J. Puisis  
Vice President and Chief Financial Officer

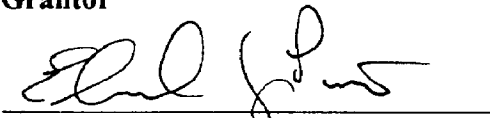
**AZTEC CONCRETE ACCESSORIES, INC.**  
as a Grantor

By:   
Edward J. Puisis  
Vice President and Chief Financial Officer

**DUR-O-WAL, INC.**  
as a Grantor

By:   
Edward J. Puisis  
Vice President and Chief Financial Officer

**SYMONS CORPORATION**  
as a Grantor

By:   
Edward J. Puisis  
Vice President and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

**THE BANK OF NEW YORK,**  
as Trustee

By: \_\_\_\_\_  
Name:  
Title: Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO                     )  
  ) ss.  
COUNTY OF MONTGOMERY)

On this 30<sup>th</sup> day of January, 2004 before me personally appeared Edward J. Puris,  
proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument  
on behalf of Dayton Superior Corporation, who being by me duly sworn did depose and say that he/she is  
an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation  
as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act  
and deed of said corporation.

Shonda M. Legan  
Notary Public



ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO

)

) ss.

COUNTY OF MONTGOMERY)

On this 30<sup>th</sup> day of January, 2004 before me personally appeared Edward J. Pulisic, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Aztec Concrete Accessories, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



[Signature]  
Notary Public



ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO                     )  
  ) ss.  
COUNTY OF MONTGOMERY)

On this 30 day of January, 2004 before me personally appeared Edward J. Pucis,  
proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument  
on behalf of Dur-O-Wal, Inc., who being by me duly sworn did depose and say that he/she is an  
authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as  
authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and  
deed of said corporation.

Linda M. Logan  
Notary Public



LINDA M. LOGAN, Notary Public  
in and for the State of Ohio  
Commission Expires Nov. 20, 2007

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO                     )  
  ) ss.  
COUNTY OF MONTGOMERY)

On this 30<sup>th</sup> day of January, 2004 before me personally appeared Edward J. Pucis,  
proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument  
on behalf of Symons Corporation, who being by me duly sworn did depose and say that he/she is an  
authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as  
authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and  
deed of said corporation.

Linda M. Leger  
Notary Public



*[Faint, illegible text, possibly a second signature or stamp]*

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

**DAYTON SUPERIOR CORPORATION,**  
as a Grantor

By: \_\_\_\_\_  
Edward J. Puisis  
Vice President and Chief Financial Officer

**AZTEC CONCRETE ACCESSORIES, INC.**  
as a Grantor

By: \_\_\_\_\_  
Edward J. Puisis  
Vice President and Chief Financial Officer

**DUR-O-WAL, INC.**  
as a Grantor

By: \_\_\_\_\_  
Edward J. Puisis  
Vice President and Chief Financial Officer

**SYMONS CORPORATION**  
as a Grantor

By: \_\_\_\_\_  
Edward J. Puisis  
Vice President and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

**THE BANK OF NEW YORK,**  
as Trustee

By: *Cynthia Chaney*  
Name: Cynthia Chaney  
Title: Its Duly Authorized Signatory

ACCEPTED AND ACKNOWLEDGED BY:

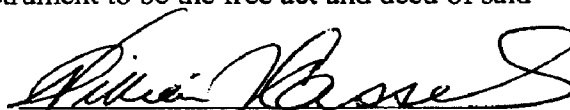
**THE BANK OF NEW YORK,**  
as Collateral Agent

By: Cynthia Chaney  
Name: Cynthia Chaney  
Title: Its Duly Authorized Signatory

ACKNOWLEDGMENT

STATE OF NEW YORK       )  
                                  ) ss.  
COUNTY OF NEW YORK    )

On this 30<sup>th</sup> day of January, 2004 before me personally appeared Cynthia Chaney, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Bank of New York, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

WILLIAM J. CASSELS  
Notary Public, State of New York  
No. 01CA5027729  
Qualified in Bronx County  
Commission Expires May 18, 2006

**SCHEDULE I  
PATENT SECURITY AGREEMENT  
PATENT REGISTRATIONS**

**Aztec Concrete Accessories, Inc.**

<b><u>Issued Patents</u></b>		
<b><u>Registered Owner</u></b>	<b><u>Patent Title</u></b>	<b><u>Patent No. and Date</u></b>
Aztec Concrete Accessories, Inc.	Tower Chair	D421,709 3/21/00
Aztec Concrete Accessories, Inc.	Chair	D428,501 07/18/00
Aztec Concrete Accessories, Inc.	Method Apparatus for Supporting Reinforcement Members	6,089,522 07/18/00
Aztec Concrete Accessories, Inc.	Bolster Bar	D393,997 05/05/98
Aztec Concrete Accessories, Inc.	Slab On Grade Chair	D394,200 05/12/98
Aztec Concrete Accessories, Inc.	Slab On Grade Chair	5,729,949 03/24/98
Aztec Concrete Accessories, Inc.	Support for Metal Reinforcements in Poured Concrete	D334,133 03/23/93
Aztec Concrete Accessories, Inc.	Two-Part Anchor Bolt Holder	5,050,364 09/24/91
Aztec Concrete Accessories, Inc.	Sand Plate and Concrete Reinforcement Support	4,756,641 07/12/88
<b><u>Unassigned Pending Patent Applications</u></b>		
<b><u>Registered Owner</u></b>	<b><u>Patent Title</u></b>	<b><u>Application No. and Date</u></b>
Aztec Concrete Accessories, Inc.	Plastic Slab Bolster Supporter	09/904,152 07/12/01
<b><u>Pending Patent Applications</u></b>		
<b><u>Registered Owner</u></b>	<b><u>Patent Title</u></b>	<b><u>Application No. and Date</u></b>
Aztec Concrete Accessories, Inc.	Concrete Void Former	10/392,070 03/19/03
Aztec Concrete Accessories, Inc.	Plastic Slab Bolster Upper	10/223,387 08/19/02
Aztec Concrete Accessories, Inc.	Concrete Forming System for Curved Walls	10/301,311 11/21/02
Aztec Concrete Accessories, Inc.	Tilt Up Concrete Form Brace	10/121,125 04/11/02
Aztec Concrete Accessories, Inc.	Brace for Concrete Forms	10/425,519

Aztec Concrete Accessories, Inc.	Concrete Construction with Control Joint Protective Strip	10/247,219 09/19/02
Aztec Concrete Accessories, Inc.	Concrete Void Former	10/392,070 03/19/03
Aztec Concrete Accessories, Inc.	Plastic Slab Bolster Upper	10/223,387 08/19/02
Aztec Concrete Accessories, Inc.	Post-Tension Intersection Chair	10/301,311 11/21/02

**Dayton Superior Corporation**

<b><u>Issued Patents</u></b>		
<b><u>Registered Owner</u></b>	<b><u>Patent Title</u></b>	<b><u>Patent No. and Date</u></b>
Dayton Superior Corporation	Erection Anchor for Concrete Panel	6,647,674 11/18/03
Dayton Superior Corporation	Erection Anchor for Concrete Panel	10/141,274
Dayton Superior Corporation	Taper Lock Rebar Slice Joint	6,099,196 08/08/00
Dayton Superior Corporation	Anchor Positioning Insert	6,082,700 7/4/00
Dayton Superior Corporation	Knee Brace Bracket for Atilt-Up Construction	6,112,475 09/05/00
Dayton Superior Corporation	Concrete Anchor Including an Elliptical Base	D438,991 03/31/01
Dayton Superior Corporation	Concrete Anchor Including an Pentagonal Base	D437,063 1/30/01
Dayton Superior Corporation	Concrete Anchor Including an Hexagonal Base	D437,062 1/30/01
Dayton Superior Corporation	Concrete Anchor Including an Octagonal Base	D438,649 3/6/01
Dayton Superior Corporation	Concrete Anchor	D436,674 1/23/01
Dayton Superior Corporation	Pavement Seal	D417,295 11/30/99
Dayton Superior Corporation	Pavement Joint Seal with Chevron-Shaped Walls	4,522,413 6/11/85
Dayton Superior Corporation	Combination Hand-Held Lotion Applicator with Back Scratcher Portion	D414,295 09/21/99
Dayton Superior Corporation	Concrete Void Former and Cooperating Cover	6,460,824 10/8/02
Dayton Superior Corporation	Quick Connect Rebar Splice	5,967,691 10/19/99
Dayton Superior Corporation	Knee Brace Bracket for Tilt-Up Construction	5,943,830 08/31/99

Dayton Superior Corporation	Concrete Sandwich Panel Erection Anchor	5,857,296 01/12/99
Dayton Superior Corporation	Strongback Attachment System	5,572,838 11/12/96
Dayton Superior Corporation	Concrete Form Tie Wedge	5,351,456 10/04/94
Dayton Superior Corporation	Concrete Form Snap Tie	5,050,365 09/24/91
Dayton Superior Corporation	Device and Method for Housing a Steel Reinforcement in an Area Where Joints are Made Between First and Subsequently Poured Concrete Structures	4,984,401 01/15/91
Dayton Superior Corporation	Adjustable Hanger	4,846,433 07/11/89
Dayton Superior Corporation	Recess Plug for Precast Concrete Panels	4,807,843 02/28/89
Dayton Superior Corporation	Apparatus for Lifting Concrete Panels	RE33,881 04/14/92 4,700,979 10/20/87
Dayton Superior Corporation	Quick Connect Rebar Splice	5,967,691 10/19/99
Dayton Superior Corporation	Knee Brace Bracket for Tilt Up Construction	5,943,830 8/31/99
Dayton Superior Corporation	Welded Concrete Reinforcement Bars	5,491,941 2/20/96
Dayton Superior Corporation	Combination Mechanical/ Grout Sleeve Coupling for Concrete Reinforcement Bars	5,383,740 1/24/95
Dayton Superior Corporation	Strongback Attachment System	5,212,920 5/25/93
Dayton Superior Corporation	Coupling for Concrete Reinforcement Bars	5,152,118 10/6/92
Dayton Superior Corporation	Setting Hoist Anchors in Poured Concrete Structures	4,888,922 12/26/89
Dayton Superior Corporation	Hoist Coupling	4,671,554 6/9/87
Dayton Superior Corporation	Reinforcing Bar Coupling System	4,666,326 5/19/87
Dayton Superior Corporation	Reinforcing Bar Coupling System	5,046,878 9/10/91
Dayton Superior Corporation	Thread Formation	5,776,001 7/7/98



Dayton Superior Corporation	Flange Connector	6,647,674 11/18/03
Dayton Superior Corporation	Anchor Positioning Insert	6,082,700 7/4/00
Dayton Superior Corporation	Concrete Void Former and Cooperating cover	6,460,824 10/8/02
Dayton Superior Corporation	Concrete Anchor	D436,674 01/23/01
Dayton Superior Corporation	Concrete Anchor Including an Elliptical Base	D438,991 3/13/01
Dayton Superior Corporation	Concrete Anchor Including an Pentagonal Base	D437,063 1/30/2001
Dayton Superior Corporation	Concrete Anchor Including an Hexagonal Base	D437,062 1/30/01
Dayton Superior Corporation	Concrete Anchor Including an Octagonal Base	D438,649 3/6/01
Dayton Superior Corporation	Quick Connect Rebar Splice	6,099,196 8/8/00
Dayton Superior Corporation	Quick Connect Rebar Splice	6,089,779 7/18/00

**Pending Patent Applications**

<u>Registered Owner</u>	<u>Patent Title</u>	<u>Application No. and Date</u>
Dayton Superior Corporation	Flange Connector	US03/01305 1/15/03
Dayton Superior Corporation	Concrete Void Former and Cooperating Cover	10/095,736 3/12/02
Dayton Superior Corporation	Protective Cover for Reinforcing Bar	10/082,378 2/25/02
Dayton Superior Corporation	Lift Anchor for Concrete Panel	10/143,161 5/10/02
Dayton Superior Corporation	Structural Tie Shear Connector for Concrete and Insulation Composite Panels	10/141,278 5/8/02
Dayton Superior Corporation	Cover for a Concrete Construction	10/197,372 7/17/02
Dayton Superior Corporation	Concrete Anchor	US01/44569 11/29/01
Dayton Superior Corporation	Concrete Anchor	09/915,992 07/26/01
Dayton Superior Corporation	Plastic Slab Bolster Upper	US02/21540 7/9/02
Dayton Superior Corporation	End Anchors	09/881,956 6/15/01
Dayton Superior Corporation	End Anchors	US02/18410 6/11/02
Dayton Superior Corporation	A Base Adapted for Supporting an Anchor	Not Available
Dayton Superior Corporation	Tilt-Up Concrete Form Brace	09/725,524 11/29/00

Dayton Superior Corporation	Knee Brace Bracket for Tilt-Up Construction	09/291,219 4/13/00
Dayton Superior Corporation	Welded Concrete Reinforcement Bars	08/753,810 12/02/96

**DUR-O-WAL, INC.**

<b><u>Issued Patents</u></b>		
<b><u>Registered Owner</u></b>	<b><u>Patent Title</u></b>	<b><u>Patent No. and Date</u></b>
Dur-O-Wal, Inc.	Reinforcement Bar Support System	6,508,447 01/21/03
Dur-O-Wal, Inc.	Remedial Wall Anchor System	5,644,889 07/08/97
Dur-O-Wal, Inc.	Veneer Wall Anchor System	4,869,038 09/26/89
Dur-O-Wal, Inc.	Apertured Channel Veneer Anchor	4,606,163 08/19/86
<b><u>Pending Patent Applications</u></b>		
<b><u>Registered Owner</u></b>	<b><u>Patent Title</u></b>	<b><u>Application No. and Date</u></b>
Dur-O-Wal, Inc.	Reinforcement Bar Support System	10/303,302 11/25/02
Dur-O-Wal, Inc.	Joint Reinforcement	10/179,432 06/25/02

**SYMONS CORPORATION**

<b><u>Issued Patents</u></b>		
<b><u>Registered Owner</u></b>	<b><u>Patent Title</u></b>	<b><u>Patent No. and Date</u></b>
Symons Corporation	Over the Top Hinged Concrete Form and Method of Using the Same	6,605,240 08/12/03
Symons Corporation	Concrete Form Waler Bracket	6,361,014 03/26/02
Symons Corporation	Method of Retrofitting a Concrete Form	6,182,346 02/06/01
Symons Corporation	Sand Jack Apparatus	5,816,562 10/06/98
Symons Corporation	Pilaster Form	5,656,193 08/12/97
Symons Corporation	Concrete Forming Chamfer Strip	5,616,271 04/01/97

Symons Corporation	Concrete Form and Self-Contained Waler Clamp Assembly	5,562,845 10/08/96
Symons Corporation	Scaffold Bracket	5,316,253 05/31/94
Symons Corporation	Slab Joint System and Apparatus for Joining Concrete Slabs in Side-by-Side Relation	5,261,635 11/16/93
Symons Corporation	Box Culvert Traveler for Use with Concrete Forming Systems	4,930,937 06/05/90
Symons Corporation	Concrete Forming System for Curved Walls	4,915,345 04/10/90
Symons Corporation	Bridge Overhang Support Bracket	D 323,716 02/04/92
Symons Corporation	Bracket for Concrete Forms	D 317,250 06/04/91
Symons Corporation	Concrete Form with Safety Bar	6,182,346 02/06/01
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<b><u>Registered Owner</u></b>	<b><u>Patent Title</u></b>	<b><u>Application No. and Date</u></b>
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