

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Symons Corporation	12/29/2004
RECEIVING PARTY DATA	
Name:	Dayton Superior Corporation
Street Address:	7777 Washington Village Drive
City:	Dayton
State/Country:	OHIO
Postal Code:	45459
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	10189617
Application Number:	10626014
Patent Number:	6419204
Patent Number:	6733059
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 2:	555 E. Wells Street, Suite 1900
Address Line 4:	Milwaukee, WISCONSIN 53202
NAME OF SUBMITTER:	Jere L. Houk

CH \$160.00 10189617

Total Attachments: 3
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source=Symons Assign#page3.tif

ASSIGNMENT

THIS ASSIGNMENT, effective this 29 day of December, 2004 (Effective Date), is made by and between SYMONS CORPORATION with its principal offices located at 200 East Touhy Avenue, Des Plaines, Illinois 60018, U.S.A. (Assignor), and DAYTON SUPERIOR CORPORATION (Assignee), with its principal offices located at 7777 Washington Village Drive, Dayton, Ohio 45459.

WHEREAS, the Assignor is the owner of the United States Patent Applications and Letters Patents described on Schedule A attached to and made a part of this Assignment (IP); and

WHEREAS, the Assignee is interested in acquiring the IP from the Assignor, and the Assignor is interested in transferring the IP to the Assignee.

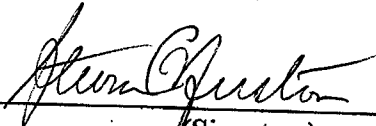
NOW, THEREFORE, the Assignor, for other good and valuable consideration the receipt, adequacy and sufficiency of which is acknowledged by the Assignor:

1. Hereby assigns to the Assignee, its successors and assigns, its entire right, title and interest in and to the IP and in and to each and every invention described in the IP, and in and to any and all divisional, continuing or other applications describing any and all such inventions, and in and to any and all Letters Patent of the United States which may issue on the IP, and any and all reissues and in and to any and all applications for Letters Patent filed in countries foreign to the United States for the inventions of the IP, and any and all Letters Patents which may be granted for the inventions of the IP in the foreign countries, to have and to hold the same to the full end of the term or terms for which any and all the Letters Patents may be granted, and to sue for infringement of the IP that may have occurred prior to the Effective Date of this Assignment.
2. Authorizes and requests the Commissioner of Patents and Trademarks to issue Letters Patents of the United States to the Assignee of the entire right, title and interest in and to the inventions of the IP.
3. Will make available, at Assignee's request and at Assignee's expense, the inventor(s) of any IP to the extent that the inventor(s) is still an employee or under the control of Assignor, to testify in any interference, opposition or other legal proceeding, and to sign all papers, execute all divisional, continuing and reissue applications, and to make all rightful oaths and generally do everything possible to aid the Assignee, its successors, assigns or other legal representatives, to obtain and enforce any and all patent applications and patents that may issue from IP and for which they are an inventor.
4. Will, at any time and upon request and at the expense of Assignee, execute and deliver or cause to be executed and delivered by inventor(s) still within its employ or under its control, any and all papers that may be necessary or desirable to

perfect the title to the IP or any patent application or patent that may issue therefrom in the United States or countries foreign to the United States on behalf of Assignee, its successors, assigns or other legal representatives, and the Assignor will, at any time upon request, communicate to the Assignee, its successors, assigns or other legal representatives, such facts relating to the invention described in the IP or the history of the IP or the history of the IP as may be known to it.

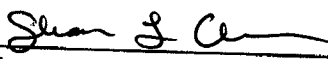
IN WITNESS WHEREOF, Assignor has given legal effect to this Assignment by its duly authorized representative.

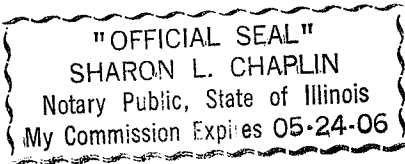
SYMONS CORPORATION

By: 
(Signature)
Name: Steven C. Huston
(Type/Print)
Title: Vice President and General Counsel
Date: December 29, 2004

STATE OF Illinois)
COUNTY OF Cook) SS:

Subscribed and sworn to before me
this 29 day of December, 2004.


Notary Public, State of Illinois
My commission expires: 5/24/06



SCHEDULE A

U.S. Patent Applications and Letters Patent for Assignment
by Symons Corporation

Outside Conversion Corner for Form Work

USSN 09/721,077 filed 11/22/2000

USP 6,419,204 issued 7/16/2002

Outside Conversion Corner for Form Work

USSN 10/120,761 filed 4/11/2002

USP 6,733,059 issued 5/11/2004

Conversion Corner Chamfer for Form Work

USSN 10/189,617 filed 7/3/2002

Outside Conversion Corner for Form Work

USSN 10/626,014 filed 7/24/2003