

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Security Interest pursuant to the Revolving Credit Agreement

CONVEYING PARTY DATA

Name	Execution Date
Dayton Superior Corporation	02/27/2008

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661

PROPERTY NUMBERS Total: 81

Property Type	Number
Patent Number:	4846433
Patent Number:	4888922
Patent Number:	4930937
Patent Number:	4984401
Patent Number:	5046878
Patent Number:	5050364
Patent Number:	5050365
Patent Number:	5152118
Patent Number:	5212920
Patent Number:	5261635
Patent Number:	5316253
Patent Number:	5351456
Patent Number:	5491941
Patent Number:	5562845
Patent Number:	5572838

PATENT

500478278

REEL: 020593 FRAME: 0617

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Patent Number:	5615271
Patent Number:	5656193
Patent Number:	5707539
Patent Number:	5729949
Patent Number:	5776001
Patent Number:	5816562
Patent Number:	5857296
Patent Number:	5943830
Patent Number:	5967691
Patent Number:	6082700
Patent Number:	6089522
Patent Number:	6089779
Patent Number:	6099196
Patent Number:	6112475
Patent Number:	6182346
Patent Number:	6361014
Patent Number:	6419204
Patent Number:	6460824
Patent Number:	6508447
Patent Number:	6605240
Patent Number:	6647674
Patent Number:	6676102
Patent Number:	6715729
Patent Number:	6722097
Patent Number:	6729079
Patent Number:	6733059
Patent Number:	6735918
Patent Number:	6755385
Patent Number:	6755387
Patent Number:	6761007
Patent Number:	6857235
Patent Number:	6865859
Patent Number:	6925771
Patent Number:	6948291
Patent Number:	6951329

Patent Number:	7004443
Patent Number:	7028443
Patent Number:	7051988
Patent Number:	7222460
Patent Number:	7314334
Patent Number:	D393997
Patent Number:	D394200
Patent Number:	D417295
Patent Number:	D421709
Patent Number:	D428501
Patent Number:	D436674
Patent Number:	D437062
Patent Number:	D437063
Patent Number:	D438649
Patent Number:	D438991
Application Number:	11169430
Application Number:	10606498
Application Number:	10121125
Application Number:	10713444
Application Number:	10247219
Application Number:	11570071
Application Number:	11276124
Application Number:	10920991
Application Number:	10897243
Application Number:	10729763
Application Number:	11290059
Application Number:	11127460
Application Number:	11764179
Application Number:	12018552
Application Number:	11626331
Application Number:	11940672

CORRESPONDENCE DATA

Fax Number: (404)572-5134

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

Phone: 404-572-4691
Email: jhannon@kslaw.com
Correspondent Name: James M. Hannon
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Address Line 2: King & Spalding LLP - 34th Floor
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

09631.009042

NAME OF SUBMITTER:

James M. Hannon

Total Attachments: 8

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of March 3, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers and each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Revolving Credit Agreement, dated as of March 3, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Patent Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licences subject to a security interest hereunder.

Section 5. Termination. This Patent Security Agreement and the security interests and lien granted pursuant hereto shall terminate upon termination of the Guaranty and Security Agreement. Upon written request of the Grantor, the Administrative Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interests in the Patent Collateral under this Patent Security Agreement.

Section 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

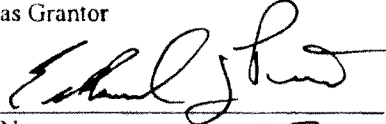
Section 7. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

DAYTON SUPERIOR CORPORATION
as Grantor

By 

Name: Edward J. Puisis
Title: Executive VP & CFO

[SIGNATURE PAGE TO REVOLVING CREDIT AGREEMENT PATENT SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF

Ohio

ss.

COUNTY OF

Montgomery

On this 27 day of February 2008 before me personally appeared Edward J. Quinn, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Quinn Supermarkets Corp. who being by me duly sworn did depose and say that he 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 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
My Commission Expires Nov. 20, 2010

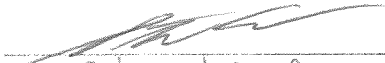


[ACKNOWLEDGEMENT OF GRANTOR FOR THE REVOLVING CREDIT AGREEMENT PATENT
SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By


Name: Stuart D. Aronson
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO REVOLVING CREDIT AGREEMENT PATENT SECURITY AGREEMENT]

**SCHEDULE I
TO THE
PATENT SECURITY AGREEMENT**

U.S. ISSUED PATENTS

<u>U.S. Patent No.</u>	<u>Title</u>
4846433	Adjustable hanger
4888922	Setting hoist anchors in poured concrete structures
4930937	Box culvert traveler for use with concrete forming systems
4984401	Device and method for housing a steel reinforcement in an area where joints are made between first and subsequently poured concrete structures
5046878	Reinforcing bar coupling system
5050364	Two-part anchor bolt holder
5050365	Concrete form snap tie
5152118	Couplings for concrete reinforcement bars
5212920	Strongback attachment system for concrete panel tilt-up construction
5261635	Slab joint system and apparatus for joining concrete slabs in side-by-side relation
5316253	Scaffold bracket
5351456	Concrete form tie wedge
5491941	Slippage controlled threaded rebar joint in reinforced concrete
5562845	Concrete form and self-contained waler clamp assembly
5572838	Strongback attachment system
5616271	Concrete forming chamfer strip
5656193	Pilaster form
5707539	Concrete form with safety bar
5729949	Slab on grade chair
5776001	Thread formation
5816562	Sand jack apparatus
5857296	Concrete sandwich panel erection anchor
5943830	Knee brace bracket for tilt-up construction
5967691	Quick connect rebar splice
6082700	Anchor positioning insert
6089522	Method and apparatus for supporting reinforcement members

<u>U.S. Patent No.</u>	<u>Title</u>
6089779	Quick connect rebar splice
6099196	Taper lock rebar splice joint
6112475	Knee brace bracket for tilt-up construction
6182346	Method of retrofitting a concrete form
6361014	Concrete form waler bracket
6419204	Outside conversion corner for form work
6460824	Concrete void former and cooperating cover
6508447	Reinforcement bar support system
6605240	Over the top hinged concrete form and method of using the same
6647674	Erection anchor for concrete panel
6676102	Adjustable modular form system and method for rectilinear concrete column form
6715729	Overhanging form system and method of using the same
6722097	Plastic slab bolster upper
6729079	Concrete anchor
6733059	Outside conversion corner for form work
6735918	Plastic slab bolster upper
6755385	Concrete void former and cooperating cover
6755387	Transition strip for disparate concrete forms
6761007	Structural tie shear connector for concrete and insulation composite panels
6857235	Protective cover for reinforcing bar
6865859	Conversion corner chamfer for form work
6925771	Post-tension intersection chair
6948291	Plastic slab bolster upper
6951329	Concrete wall form with flexible tie system
7004443	Concrete void former
7028443	Wire mesh chair
7051988	Brace for concrete forms
7222460	Cover for a concrete construction
7314334	Dowel bar assembly with snap fit side frames
D393997	Bolster bar
D394200	Slab on grade chair

<u>U.S. Patent No.</u>	<u>Title</u>
D417295	Pavement seal
D421709	Tower chair
D428501	Chair
D436674	Concrete anchor
D437062	Concrete anchor including a hexagonal base
D437063	Concrete anchor including a pentagonal base
D438649	Concrete anchor including an octagonal base
D438991	Concrete anchor including an elliptical base

U.S. PATENT APPLICATIONS

<u>Patent App. No.</u>	<u>Title</u>
11/169,430	Post-tension intersection chair
10/606,498	Rebar support chair
10/121,125	Tilt-up concrete form brace
10/713,444	Multi-level post tension cable support chair and method of use
10/247,219	Concrete construction with control joint protective strip
11/570,071	Locking system for concrete form panels
11/276,124	Lifting fixture for concrete structures
10/920,991	Reinforced concrete structure, rebar end anchor therefor, and method of manufacturing
10/897,243	Form brace and battering wedge
10/729,763	Concrete dowel void former
11/290,059	Computer aided design interface
11/127,460	Concrete wall form with flexible tie system
11/764,179	Molded polymer cap with conformable internal structure
12/018,552	Slab bolster coupling
11/626,331	Rebar support chair
11/940,672	Dowel bar assembly with snap fit side frames
61/022,778	Jump form system