

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement Pursuant to the Revolving Credit Agreement
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Dayton Superior Corporation	03/03/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	General Electric Capital Corporation
<b>Street Address:</b>	600 Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	5616271
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(404)572-5134
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	404-572-4691
<b>Email:</b>	jhannon@kslaw.com
<b>Correspondent Name:</b>	James M. Hannon
<b>Address Line 1:</b>	1180 Peachtree Street
<b>Address Line 2:</b>	King & Spalding LLP - 34th Floor
<b>Address Line 4:</b>	Atlanta, GEORGIA 60661
<b>ATTORNEY DOCKET NUMBER:</b>	09631.009042
<b>NAME OF SUBMITTER:</b>	James M. Hannon

**Total Attachments: 6**  
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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.

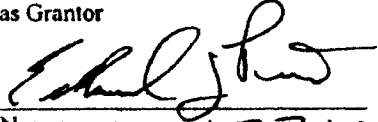
Section 7. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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. Puzis  
Title: Executive VP & CFO

[SIGNATURE PAGE TO REVOLVING CREDIT AGREEMENT PATENT SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF Ohio  
COUNTY OF Montgomery ss.

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 Services 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




[ACKNOWLEDGMENT 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]

**SUPPLEMENT I TO SCHEDULE I  
TO THE  
PATENT SECURITY AGREEMENT**

**U.S. ISSUED PATENTS**

<b><u>U.S. Patent No.</u></b>	<b><u>Title</u></b>
5,616,271	Concrete Forming Chamfer Strip