

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Dayton Superior Corporation	10/26/2009

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A.
Street Address:	135 South LaSalle Street
Internal Address:	Suite 465
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603

**PROPERTY NUMBERS Total: 75**

Property Type	Number
Patent Number:	7404691
Patent Number:	7314334
Patent Number:	7487949
Patent Number:	6948291
Patent Number:	7497059
Patent Number:	7028443
Patent Number:	7051988
Patent Number:	7004443
Patent Number:	6951329
Patent Number:	6925771
Patent Number:	6735918
Patent Number:	7222460
Patent Number:	6865859
Patent Number:	6647674

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Patent Number:	6761007
Patent Number:	6733059
Patent Number:	6755385
Patent Number:	6857235
Patent Number:	6755387
Patent Number:	6729079
Patent Number:	6722097
Patent Number:	6605240
Patent Number:	6715729
Patent Number:	6419204
Patent Number:	6460824
Patent Number:	6676102
Patent Number:	D436674
Patent Number:	D437062
Patent Number:	D437063
Patent Number:	D438649
Patent Number:	D438991
Patent Number:	6361014
Patent Number:	6089779
Patent Number:	6099196
Patent Number:	6112475
Patent Number:	6082700
Patent Number:	6089522
Patent Number:	D421709
Patent Number:	D428501
Patent Number:	D417295
Patent Number:	5943830
Patent Number:	6508447
Patent Number:	5967691
Patent Number:	6182346
Patent Number:	5857296
Patent Number:	5816562
Patent Number:	5776001
Patent Number:	5729949
Patent Number:	5616271

Patent Number:	D393997
Patent Number:	D394200
Patent Number:	5707539
Patent Number:	5572838
Patent Number:	5656193
Patent Number:	5491941
Patent Number:	5562845
Patent Number:	5351456
Patent Number:	5316253
Patent Number:	5152118
Patent Number:	5261635
Patent Number:	5212920
Patent Number:	5050365
Patent Number:	5050364
Patent Number:	5046878
Application Number:	61184071
Application Number:	12367434
Application Number:	12357856
Application Number:	12018552
Application Number:	11764179
Application Number:	11626331
Application Number:	11570071
Application Number:	11290059
Application Number:	11169430
Application Number:	10897243
Application Number:	10121125

**CORRESPONDENCE DATA**

Fax Number: (917)777-4104  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-735-3000  
Email: mmcguire@skadden.com  
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP  
Address Line 1: Four Times Square  
Address Line 2: Attn: Anita Sinha, Esq.  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	401180/67	<b>PATENT</b>
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NAME OF SUBMITTER:

S. Anita Sinha

**Total Attachments: 7**

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of October 26, 2009, is entered into between DAYTON SUPERIOR CORPORATION and BANK OF AMERICA, N.A., as agent for the Secured Parties (in such capacity, together with any successor agent, the "Agent").

## WITNESSETH:

WHEREAS, pursuant to the terms of that certain Loan and Guaranty Agreement, dated as of October 26, 2009 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among DAYTON SUPERIOR CORPORATION, a Delaware corporation (the "Borrower"), the financial institutions party to the Loan Agreement from time to time as lenders (collectively, "Lenders"), and Agent, the Lenders have agreed to provide a credit facility to Borrower;

WHEREAS, pursuant to the terms of that certain Pledge and Security Agreement, dated as of October 26, 2009 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Borrower, the other Grantors listed on the signature pages thereof (the Borrower and the Persons so listed being, collectively, the "Grantors"), and the Agent, each Grantor granted to the Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under all Collateral (as defined in the Security Agreement), including the Patent Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located, to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Patents

Each Grantor hereby grants to the Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Patent Collateral"):

all United States and foreign patents and certificates of invention, or similar industrial property rights, including, but not limited to each patent referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time), and with respect to any and all of the foregoing, (i) all applications therefor including the patent applications referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all payments and rights to payments arising out of the sale, lease, license, assignment, or other disposition thereof.

Exhibit D

Section 3. Security for Obligations

Section 3.1 of the Security Agreement is hereby incorporated herein and made a part hereof.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are supplemental of, and 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 of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Termination

Upon the payment in full of the Secured Obligations and termination of this Agreement, the Agent shall execute, acknowledge, and deliver to the Grantors proper documents and instruments acknowledging the release of the lien and security interest in the Patent Collateral under this Agreement.

Section 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).

Section 7. Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such Agreement.

[SIGNATURE PAGE FOLLOWS]

Exhibit D

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

DAYTON SUPERIOR CORPORATION,  
as Grantor

By: 

Name: Edward J. Puzis  
Title: Executive Vice President and Chief Financial  
Officer

*[Signature Page to Patent Security Agreement]*

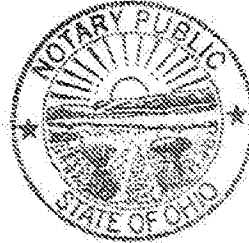
ACKNOWLEDGMENT OF GRANTOR

COMMONWEALTH/STATE OF Ohio )  
COUNTY OF Montgomery ) ss.

On this 20th day of Oct, 2009 before me personally appeared Edward J. Paris 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 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



[Signature Page to Patent Security Agreement]



ACCEPTED AND AGREED  
as of the date first above written:

BANK OF AMERICA, N.A.,  
as Agent

By: *Elizabeth Mitchell*  
Name: *Elizabeth Mitchell*  
Title: *VP*

*[Signature Page to Patent Security Agreement]*

**SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT**

## A. PATENTS

<u>Owner</u>	<u>Title</u>	<u>Patent No.</u>
Dayton Superior Corporation	Dowel bar assembly with snap fit side frames	7404691
Dayton Superior Corporation	Dowel bar assembly with snap fit side frames	7314334
Dayton Superior Corporation	Concrete dowel void former	7487949
Dayton Superior Corporation	Plastic slab bolster upper	6948291
Dayton Superior Corporation	Multi-level post tension cable support chair and method of use	7497059
Dayton Superior Corporation	Wire mesh chair	7028443
Dayton Superior Corporation	Brace for concrete forms	7051988
Dayton Superior Corporation	Concrete void former	7004443
Dayton Superior Corporation	Concrete wall form with flexible tie system	6951329
Dayton Superior Corporation	Post-tension intersection chair	6925771
Dayton Superior Corporation	Plastic slab bolster upper	6735918
Dayton Superior Corporation	Cover for a concrete construction	7222460
Dayton Superior Corporation	Conversion corner chamfer for form work	6865859
Dayton Superior Corporation	Erection anchor for concrete panel	6647674
Dayton Superior Corporation	Structural tie shear connector for concrete and insulation composite panels	6761007
Dayton Superior Corporation	Outside conversion corner for form work	6733059
Dayton Superior Corporation	Concrete void former and cooperating cover	6755385
Dayton Superior Corporation	Protective cover for reinforcing bar	6857235
Dayton Superior Corporation	Transition strip for disparate concrete forms	6755387
Dayton Superior Corporation	Concrete anchor	6729079
Dayton Superior Corporation	Plastic slab bolster upper	6722097
Dayton Superior Corporation	Over the top hinged concrete form and method of using the same	6605240
Dayton Superior Corporation	Overhanging form system and method of using the same	6715729
Dayton Superior Corporation	Outside conversion corner for form work	6419204
Dayton Superior Corporation	Concrete void former and cooperating cover	6460824
Dayton Superior Corporation	Adjustable modular form system and method for rectilinear concrete column form	6676102
Dayton Superior Corporation	Concrete anchor	D436674
Dayton Superior Corporation	Concrete anchor including a hexagonal base	D437062
Dayton Superior Corporation	Concrete anchor including a pentagonal base	D437063
Dayton Superior Corporation	Concrete anchor including an octagonal base	D438649
Dayton Superior Corporation	Concrete anchor including an elliptical base	D438991
Dayton Superior Corporation	Concrete form waler bracket	6361014
Dayton Superior Corporation	Quick connect rebar splice	6089779
Dayton Superior Corporation	Taper lock rebar splice joint	6099196
Dayton Superior Corporation	Knee brace bracket for tilt-up construction	6112475
Dayton Superior Corporation	Anchor positioning insert	6082700
Dayton Superior Corporation	Method and apparatus for supporting reinforcement members	6089522
Dayton Superior Corporation	Tower chair	D421709
Dayton Superior Corporation	Chair	D428501

Exhibit D

**EXECUTION COPY**

<u>Owner</u>	<u>Title</u>	<u>Patent No.</u>
Dayton Superior Corporation	Pavement seal	D417295
Dayton Superior Corporation	Knee brace bracket for tilt-up construction	5943830
Dayton Superior Corporation	Reinforcement bar support system	6508447
Dayton Superior Corporation	Quick connect rebar splice	5967691
Dayton Superior Corporation	Method of retrofitting a concrete form	6182346
Dayton Superior Corporation	Concrete sandwich panel erection anchor	5857296
Dayton Superior Corporation	Sand jack apparatus	5816562
Dayton Superior Corporation	Thread formation	5776001
Dayton Superior Corporation	Slab on grade chair	5729949
Dayton Superior Corporation	Concrete forming chamfer strip	5616271
Dayton Superior Corporation	Bolster bar	D393997
Dayton Superior Corporation	Slab on grade chair	D394200
Dayton Superior Corporation	Concrete form with safety bar	5707539
Dayton Superior Corporation	Strongback attachment system	5572838
Dayton Superior Corporation	Pilaster form	5656193
Dayton Superior Corporation	Slippage controlled threaded rebar joint in reinforced concrete	5491941
Dayton Superior Corporation	Concrete form and self-contained waler clamp assembly	5562845
Dayton Superior Corporation	Concrete form tie wedge	5351456
Dayton Superior Corporation	Scaffold bracket	5316253
Dayton Superior Corporation	Couplings for concrete reinforcement bars	5152118
Dayton Superior Corporation	Slab joint system and apparatus for joining concrete slabs in side-by-side relation	5261635
Dayton Superior Corporation	Strongback attachment system for concrete panel tilt-up construction	5212920
Dayton Superior Corporation	Concrete form snap tie	5050365
Dayton Superior Corporation	Two-part anchor bolt holder	5050364
Dayton Superior Corporation	Reinforcing bar coupling system	5046878

**B. PATENT APPLICATIONS**

<u>Owner</u>	<u>Title</u>	<u>Application No.</u>
Dayton Superior Corporation	Unpublished application	61/184071
Dayton Superior Corporation	Concrete dowel void former	12/367434
Dayton Superior Corporation	Jump form system	12/357856
Dayton Superior Corporation	Slab bolster coupling	12/018552
Dayton Superior Corporation	Molded polymer cap with conformable internal structure	11/764179
Dayton Superior Corporation	Rebar support chair	11/626331
Dayton Superior Corporation	Locking system for concrete form panels	11/570071
Dayton Superior Corporation	Computer aided design interface	11/290059
Dayton Superior Corporation	Post-tension intersection chair	11/169430
Dayton Superior Corporation	Form brace and battering wedge	10/897243
Dayton Superior Corporation	Tilt-up concrete form brace	10/121125

Exhibit D