

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	04/26/2011

RECEIVING PARTY DATA

Name:	Silver Point Finance, LLC
Street Address:	Two Greenwich Plaza, First Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830

PROPERTY NUMBERS Total: 18

Property Type	Number
Patent Number:	D559499
Patent Number:	D560872
Patent Number:	D569071
Patent Number:	6854222
Patent Number:	7032354
Patent Number:	7065925
Patent Number:	7111432
Patent Number:	D520649
Patent Number:	D521159
Patent Number:	D540657
Patent Number:	D547524
Patent Number:	5381636
Patent Number:	5523043
Patent Number:	5568708
Patent Number:	5729941

501522067

PATENT
REEL: 026227 FRAME: 0984

CH \$720.00 D559499

Patent Number:	5824253
Patent Number:	5943836
Patent Number:	5946871

CORRESPONDENCE DATA

Fax Number: (949)475-4754

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

Phone: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie S. Kann, Senior Paralegal

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	90436-00004
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NAME OF SUBMITTER:	Stephanie S. Kann
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Total Attachments: 5

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "**Agreement**"), dated as of April 26, 2011, is entered into between **DAYTON SUPERIOR CORPORATION** ("**Grantor**"), and **SILVER POINT FINANCE, LLC**, 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 Term Loan Credit 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 Grantor, as borrower, the financial institutions party to the Loan Agreement from time to time as lenders (collectively the "**Lenders**"), and Agent, the Lenders 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 (the "**Original Security Agreement**"), among Borrower, the other Grantors listed on the signature pages thereof, and Agent, as supplemented by that certain Security Agreement Supplement, dated as of December 28, 2010 (the "**Supplement Agreement**;" the Original Security Agreement, as supplemented by the Supplement Agreement and as it may be further amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor and the Agent, the 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 Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the 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

The 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.

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 the 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).

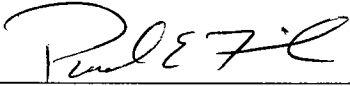
Section 7. Counterparts.

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]

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: PAUL E FISHER
Title: VICE PRESIDENT & TREASURER

ACCEPTED AND AGREED
as of the date first above written:

SILVER POINT FINANCE, LLC,
as Agent

By: _____
Name:
Title:

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:
Title:

ACCEPTED AND AGREED
as of the date first above written:

SILVER POINT FINANCE, LLC,
as Agent

By:  _____
Name: Michael A. Gatto
Title: Authorized Signatory

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

PATENTS

<u>Owner</u>	<u>Title</u>	<u>Patent No.</u>	<u>Country</u>
Dayton Superior Corporation	Cap For Anchor On Tilt-Up Concrete Slabs	D559499	US
Dayton Superior Corporation	Anchor For Tilt-Up Concrete Slabs	D560872	US
Dayton Superior Corporation	Flat Anchor For Tilt-Up Concrete Slabs	D569071	US
Dayton Superior Corporation	Adjustable Support Brace And Mounting Shoe	6854222	US
Dayton Superior Corporation	Sandwich Erection Lift Anchor With Welding Plate Assembly	7032354	US
Dayton Superior Corporation	Concrete Anchor	7065925	US
Dayton Superior Corporation	Passthrough Concrete Anchor	7111432	US
Dayton Superior Corporation	Pass Through Concrete Anchor	D520649	US
Dayton Superior Corporation	Pass Through Concrete Anchor	D521159	US
Dayton Superior Corporation	W Foot Anchor	D540657	US
Dayton Superior Corporation	Ring Lift Anchor	D547524	US
Dayton Superior Corporation	Protective Cover For Concrete Reinforcing Bars	5381636	US
Dayton Superior Corporation	Method For Manufacturing A Protective Cover For A Reinforcing Bar	5523043	US
Dayton Superior Corporation	Protective Cover For Covering An End Of A Concrete Reinforcing Bar	5568708	US
Dayton Superior Corporation	Protective Cover For Concrete Reinforcing Bar	5729941	US
Dayton Superior Corporation	Method For Molding A Protective Cover For An Exposed End Of A Bar	5824253	US
Dayton Superior Corporation	Protective Cover For Concrete Reinforcing Bar	5943836	US
Dayton Superior Corporation	Reinforcing Bar Protective Cover	5946871	US