

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Dayton Superior Corporation	06/28/2012
RECEIVING PARTY DATA	
Name:	Guggenheim Corporate Funding, LLC, as Agent
Street Address:	135 East 57th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 19	
Property Type	Number
Patent Number:	7111432
Patent Number:	7065925
Patent Number:	7032354
Patent Number:	6854222
Patent Number:	5946871
Patent Number:	5943836
Patent Number:	5824253
Patent Number:	5729941
Patent Number:	5568708
Patent Number:	5523043
Patent Number:	5381636
Patent Number:	D559499
Patent Number:	D560872
Patent Number:	D569071
Patent Number:	D520649

Patent Number:	D521159
Patent Number:	D540657
Patent Number:	D547524
Application Number:	12792103

CORRESPONDENCE DATA

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Correspondent Name: Dusan Clark, Esq.

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Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	19932-11740
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NAME OF SUBMITTER:	Dusan Clark
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Total Attachments: 5

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this “**Agreement**”), dated as of June 28, 2012, is entered into between **DAYTON SUPERIOR CORPORATION** and **GUGGENHEIM CORPORATE FUNDING, LLC**, as agent for the Secured Parties (in such capacity, together with any successor agent, the “**Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Amended and Restated Term Loan Credit and Guaranty Agreement, dated as of June 28, 2012 (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 Amended and Restated Pledge and Security Agreement, dated as of June 28, 2012 (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.

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]

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

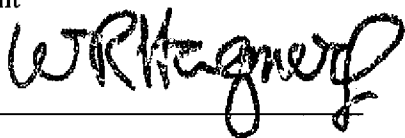
By: 

Name: Lutz Richter

Title: Vice President and Chief Financial Officer

Signature Page to Dayton Superior
Patent Security Agreement

GUGGENHEIM CORPORATE FUNDING, LLC,
as Agent

By: 
Name: _____
Title: William Hagner
Senior Managing Director

Signature Page to Dayton Superior
Patent Security Agreement

PATENT
REEL: 028468 FRAME: 0754

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

A. PATENTS

<u>Owner</u>	<u>Title</u>	<u>Issue Date</u>	<u>Patent No.</u>
Dayton Superior Corporation	Passthrough Concrete Anchor	9/26/2006	7111432
Dayton Superior Corporation	Concrete Anchor	6/27/2006	7065925
Dayton Superior Corporation	Sandwich Erection Lift Anchor With Welding Plate Assembly	4/25/2006	7032354
Dayton Superior Corporation	Adjustable Support Brace And Mounting Shoe	2/15/2005	6854222
Dayton Superior Corporation	Reinforcing Bar Protective Cover	9/7/1999	5946871
Dayton Superior Corporation	Protective Cover For Concrete Reinforcing Bar	8/31/1999	5943836
Dayton Superior Corporation	Method For Molding A Protective Cover For An Exposed End Of A Bar	10/20/1998	5824253
Dayton Superior Corporation	Protective Cover For Concrete Reinforcing Bar	3/24/1998	5729941
Dayton Superior Corporation	Protective Cover For Covering An End Of A Concrete Reinforcing Bar	10/29/1006	5568708
Dayton Superior Corporation	Method For Manufacturing A Protective Cover For A Reinforcing Bar	6/4/1996	5523043
Dayton Superior Corporation	Protective Cover For Concrete Reinforcing Bars	1/17/1995	5381636
Dayton Superior Corporation	Cap For Anchor On Tilt-Up Concrete Slabs	1/8/2008	D559499
Dayton Superior Corporation	Anchor For Tilt-Up Concrete Slabs	1/29/2008	D560872
Dayton Superior Corporation	Flat Anchor For Tilt-Up Concrete Slabs	5/13/2008	D569071
Dayton Superior Corporation	Pass Through Concrete Anchor	5/9/2006	D520649
Dayton Superior Corporation	Pass Through Concrete Anchor	5/16/2006	D521159
Dayton Superior Corporation	W Foot Anchor	4/17/2007	D540657
Dayton Superior Corporation	Ring Lift Anchor	7/24/2007	D547524

B. PATENT APPLICATIONS

<u>Owner</u>	<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>
Dayton Superior Corporation	Form Release Composition and Method	12/792103	6/2/2010

Schedule I to Patent Security Agreement