

12-29-2003



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Form PTO-1594
1-31-92

12/19/03

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Dur-O-Wal, Inc.

Individuals Association
 General Partnership Limited Partnership

Corporation - Delaware
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Deutsche Bank Trust Company Americas

Internal Address:
Street Address: 60 Wall Street
City: New York State: New York Zip Code: 10005

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership - _____
 Corporation _____
 Other Collateral Agent

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other

Execution Date: June 9, 2003

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/904390

Trademark Registration No.(s)

2301777	2176403	2375421	2172681
2305674	2308755	2282307	2171161
2132270	2371329	1871332	
2287656	2371330	2308754	

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Helen Bruno, Senior Legal Assistant
Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
City: New York State: New York ZIP: 10036

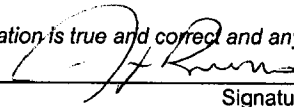
6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41): \$ 390.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705 (in case of deficiency)
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Helen Bruno  December 19, 2003
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

12/24/2003 DBYRME 00000090 75904390

01 FC:8521 40.00 DP
02 FC:8522 350.00 DP

TRADEMARK
REEL: 002885 FRAME: 0833

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, DUR-O-WAL, INC., a Delaware Corporation (the "Grantor") with principal offices at 7777 Washington Village Drive, Suite 130, Dayton, OH, 45459, hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10005 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 16, 2000 and amended and restated as of June 9, 2003 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

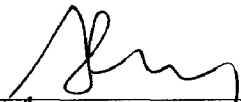
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

9th day of June, 2003.

DUR-O-WAL, INC., Grantor

By 
Name: ALAN F. MCILROY
Title: VP + CFO

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent and Grantee

By _____
Name:
Title:

Dayton Superior Grant of IP Assignment

TRADEMARK
REEL: 002885 FRAME: 0835

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

9th day of June, 2003.

DUR-O-WAL, INC., Grantor

By _____

Name:

Title:

DEUTSCHE BANK TRUST COMPANY

AMERICAS,

as Collateral Agent and Grantee

By *Diane F. Rolfe*

Name:

Diane F. Rolfe

Title:

Vice President

Dayton Superior Grant of IP Assignment

TRADEMARK
REEL: 002885 FRAME: 0836

SCHEDULE A

Trademark	Country	Status	Application No. and Date	Registration No. and Date
ANCHOR-LOC	US	registered	75/524650 7/23/98	2301777 12/21/99
BRACE-RITE	US	filed	75/904390 1/27/00	
GEL-LOC	US	registered	75/524648 7/23/98	2305674 1/4/00
HYDROSTOP	US	registered	75/215716 12/19/96	2132270 1/27/98
INJECTION-LOC	US	registered	75/524652 7/23/98	2287656 10/19/99
JAIL-BOND	US	registered	75/256091 3/12/97	2176403 7/28/98
JOINT-LOC	US	registered	75/524647 7/23/98	2308755 1/18/00
KOPRFAB	US	registered	75/820267 11/1/99	2371329 7/25/00
KOPRKFT	US	registered	75/820279 11/1/99	2371330 7/25/00
MORTARSTOP	US	registered	75/820290 11/1/99	2375421 8/8/00
PICK-PROOF	US	registered	75/524651 7/23/98	2282307 9/28/99
POLYTITE	US	registered	74/492193 2/18/94	1871332 1/3/95
PRISONLOC	US	registered	75/524646 7/23/98	2308754 1/18/00
PRISON-PRUF	US	registered	75/285979 5/5/97	2172681 7/14/98
PRISON-LOK	US	registered	75/285980 5/5/97	2171161 7/7/98

TRADEMARK

REEL: 002885 FRAME: 0837

RECORDED: 12/19/2003