

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interests at Reel/Frame Nos. 2910/0138 and 2910/0815

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Bank of New York		03/03/2008	Banking corporation: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Dayton Superior Corporation, as successor in interest to Dayton Superior Specialty Chemical Corp.
<b>Street Address:</b>	7777 Washington Village Drive
<b>Internal Address:</b>	Suite 130
<b>City:</b>	Dayton
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45459
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	1695347	ALL-PATCH
Registration Number:	1695161	CONPLATE
Registration Number:	1749695	CONSHAKE
Registration Number:	1872124	CONSPEC
Registration Number:	1687147	CONSPEC 100
Registration Number:	2770741	CONSPECIFIER
Registration Number:	1934555	
Registration Number:	1747797	CONSPEC ENDURO 50

**CORRESPONDENCE DATA**

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 Email: ipdocket@lw.com

**OP \$215.00 1695347**

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Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

030145-0016

NAME OF SUBMITTER:

Rhonda DeLeon

Signature:

/Rhonda DeLeon/

Date:

03/03/2008

Total Attachments: 11

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**RELEASE OF SECURITY INTEREST IN  
PATENT COLLATERAL AND TRADEMARK COLLATERAL**

This RELEASE, dated as of March 3, 2008, is made by THE BANK OF NEW YORK, as collateral agent (the "Collateral Agent") under the Security Agreement (as defined below) for the benefit of the Trustee (as defined below) and the beneficial holders (the "Noteholders") of the 10¾% Senior Second Secured Notes due 2008 (the "Notes") under the Indenture, dated as of June 9 2003, among Dayton Superior Corporation, a Delaware corporation (the "Issuer"), the Guarantors named therein from time to time and The Bank of New York, as trustee (the "Trustee") (as supplemented prior to the date hereof, the "Indenture").

WHEREAS, in connection with the Indenture, the Issuer, and Aztec Concrete Accessories, Inc., Dayton Superior Specialty Chemical Corporation, Dur-O-Wal, Inc., and Symons Corporation (the Issuer being the successor in interest to each of the foregoing grantors) and the other grantors thereunder (together with the Issuer, each referred to herein individually as a "Grantor" and collectively as "Grantors") entered into the Second Amended and Restated Security Agreement (originally dated as of June 16, 2000, amended and restated as of June 9, 2003 and further amended and restated as of January 30, 2004, the "Security Agreement");

WHEREAS, under the terms of the Security Agreement, each Grantor granted, assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Collateral Agent, for the benefit of the Trustee and the Noteholders, a Lien upon and continuing security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under certain property and other assets of such Grantor, including the Patent Collateral (as defined in the Patent Security Agreement referred to below) and the Trademark Collateral (as defined in the Trademark Security Agreement referred to below);

WHEREAS, in connection with the execution of the Security Agreement and the grant of the Security Interest, each applicable Grantor executed (i) the Patent Security Agreement by and among the applicable Grantors, the Collateral Agent and the Trustee, dated as of January 30, 2004 (the "Patent Security Agreement"), which was recorded with the U.S. Patent and Trademark Office on February 9, 2004 at Reel/Frame Nos. 14920/0650, 14943/0788, 15098/0556, and 14943/0836, and (ii) the Security Interest Amendments by and among the applicable Grantors and the Collateral Agent, dated January 30, 2004 (the "Patent Security Interest Amendments"), which was recorded with the U.S. Patent and Trademark Office on February 9, 2004 at Reel/Frame Nos. 14943/0333, 14953/0248, 14953/0221, and 14953/0205;

WHEREAS, in connection with the execution of the Security Agreement and the grant of the Security Interest, each applicable Grantor executed (i) the Trademark Security Agreement by and among the applicable Grantors, the Collateral Agent and the Trustee, dated as of January 30, 2004 (the "Trademark Security Agreement"), which was recorded with the U.S. Patent and Trademark Office on February 9, 2004 at Reel/Frame Nos. 2910/0100, 2910/0164, 2910/0138, 2910/0076 (with a correction of the recordation date recorded at Reel/Frame No. 2940/0940), and 2910/0119, and (ii) the Security Interest Amendments by and among the applicable Grantors and the Collateral Agent, dated January 30, 2004 (the "Trademark Security Interest Amendments"), which was recorded with the U.S. Patent and Trademark Office on

February 9, 2004 at Reel/Frame Nos. 2910/0882, 3048/0633, 2910/0815, 2910/0824, and 2910/0860;

WHEREAS, in connection with the Issuer's redemption of all of the Notes and the satisfaction and discharge of the Indenture, the Security Agreement, the Patent Security Agreement, the Trademark Security Agreement, the Patent Security Interest Amendments, and the Trademark Security Interest Amendments have terminated; and

WHEREAS, the Collateral Agent now desires to release the entirety of its Lien upon and Security Interest in the Patent Collateral and the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing, the Collateral Agent hereby agrees as follows:

The Collateral Agent hereby releases, transfers and assigns, without recourse, unto each Grantor, all of its Lien upon and Security Interest in all of such Grantor's right, title and interest in, to and under the Patent Collateral and Trademark Collateral, including the patents and patent applications and trademark and service mark registrations listed on Schedule I attached hereto and incorporated herein by reference (the "Released Collateral").

The Collateral Agent authorizes the recordation of this Release with the United States Patent and Trademark Office and any other applicable registry, the filing of Uniform Commercial Code financing statements and the filing or recording of any other document or instrument necessary to place on record the release of the Collateral Agent's Lien upon and Security Interest in the Patent Collateral and the Trademark Collateral by the Issuer or any Person authorized or designated by the Issuer, and any such recordation or filing shall be deemed to have been authorized by the Collateral Agent.

The Collateral Agent agrees to provide the Issuer with any additional authorization necessary to effect the release of its Lien upon and Security Interest in the Released Collateral.

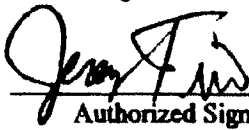
IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the date first set forth above.

**THE BANK OF NEW YORK,**  
as Collateral Agent

By: \_\_\_\_\_  
Authorized Signatory

IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the date first set forth above.

**THE BANK OF NEW YORK,**  
as Collateral Agent

By:  \_\_\_\_\_  
Authorized Signatory

[Release of Security Interest in Patent Collateral and Trademark Collateral]

SCHEDULE I

**U.S. PATENTS AND PATENT APPLICATIONS**

The Bank of New York Security Interests at Reel/Frame Nos. 14920/0650 and 14943/0333

<b>Title</b>	<b>Application No. Filing Date</b>	<b>Patent No. Issue Date</b>
Adjustable hanger	07/217109 7/11/1988	4846433 7/11/1989
Setting hoist anchors in poured concrete structures	07/233089 8/15/1988	4888922 12/26/1989
Device and method for housing a steel reinforcement in an area where joints are made between first and subsequently poured concrete structures	07/387684 7/31/1989	4984401 1/15/1991
Reinforcing bar coupling system	07/463457 01/11/1990	5046878 09/10/1991
Concrete form snap tie	07/556137 7/23/1990	5050365 9/24/1991
Strongback attachment system for concrete panel tilt-up construction	07/671550 3/19/1991	5212920 5/25/1993
Couplings for concrete reinforcement bars	07/818443 12/30/1991	5152118 10/6/1992
Concrete form tie wedge	08/006840 1/21/1993	5351456 10/4/1994
Slippage controlled threaded rebar joint in reinforced concrete	08/314076 9/28/1994	5491941 2/20/1996
Strongback attachment system	08/495368 6/28/1995	5572838 11/12/1996
Thread formation	08/687451 10/3/1996	5776001 7/7/1998
Concrete sandwich panel erection anchor	08/857641 5/16/1997	5857296 1/12/1999
Quick connect rebar splice	08/982780 12/2/1997	5967691 10/19/1999
Knee brace bracket for tilt-up construction	09/084544 5/26/1998	5943830 8/31/1999

Title	Application No. Filing Date	Patent No. Issue Date
Pavement seal	29092772 8/26/1998	D417295 11/30/1999
Combination hand-held lotion applicator with back scratcher portion	29/094783 10/9/1998	D414295 09/21/1999
Anchor positioning insert	09/213211 12/17/1998	6082700 7/4/2000
Knee brace bracket for tilt-up construction	09/291219 4/13/1999	6112475 9/5/2000
Taper lock rebar splice joint	09/321146 5/27/1999	6099196 8/8/2000
Quick connect rebar splice	09/321147 5/27/1999	6089779 7/18/2000
Concrete anchor including an elliptical base	29/118168 2/4/2000	D438991 3/13/2001
Concrete anchor	29/118169 2/4/2000	D436674 1/23/2001
Concrete anchor including an octagonal base	29/118170 2/4/2000	D438649 3/6/2001
Concrete anchor including a hexagonal base	29/118171 2/4/2000	D437062 1/30/2001
Concrete anchor including a pentagonal base	29/118230 2/4/2000	D437063 1/30/2001
Concrete void former and cooperating cover	09/544746 4/7/2000	6460824 10/8/2002
Concrete anchor	09/915992 7/26/2001	6729079 5/4/2004
Protective cover for reinforcing bar	10/082378 2/25/2002	6857235 2/22/2005
Concrete void former and cooperating cover	10/095736 3/12/2002	6755385 6/29/2004
Erection anchor for concrete panel	10/141274 5/8/2002	6647674 11/18/2003
Structural tie shear connector for concrete and insulation composite panels	10/141278 5/8/2002	6761007 7/13/2004
Cover for a concrete construction	10/197372 7/17/2002	7222460 5/29/2007

The Bank of New York Security Interests at Reel/Frame Nos. 14943/0788 and 14953/0248

Title	Application No. Filing Date	Patent No. Issue Date
Two-part anchor bolt holder	07/496988 3/21/1990	5050364 9/24/1991
Slab on grade chair	29/054168 5/7/1996	D394200 5/5/1998
Bolster bar	29/054169 5/7/1996	D393997 5/5/1998
Slab on grade chair	08/709634 9/9/1996	5729949 3/24/1998
Method and apparatus for supporting reinforcement members	09/165728 10/2/1998	6089522 7/18/2000
Chair	29/094442 10/2/1998	D428501 7/18/2000
Tower chair	29/094467 10/2/1998	D421709 3/21/2000
Plastic slab bolster upper	09/904152 7/12/2001	6722097 4/20/2004
Tilt-up concrete form brace	10/121125 4/11/2002	
Plastic slab bolster upper	10/223387 8/19/2002	6735918 5/18/2004
Concrete construction with control joint protective strip	10/247219 9/19/2002	
Post-tension intersection chair	10/301311 11/21/2002	6925771 8/9/2005
Concrete void former	10/392070 3/19/2003	7004443 2/28/2006
Brace for concrete forms	10/425519 4/29/2003	7051988 5/30/2006

The Bank of New York Security Interests at Reel/Frame Nos. 15098/0556 and 14953/0221

Title	Application No. Filing Date	Patent No. Issue Date
Reinforcement bar support system	09/016495 1/30/1998	6508447 1/21/2003






The Bank of New York Security Interests at Reel/Frame Nos. 14943/0836 and 14953/0205

<b>Title</b>	<b>Application No. Filing Date</b>	<b>Patent No. Issue Date</b>
Box culvert traveler for use with concrete forming systems	07/224543 7/26/1988	4930937 6/5/1990
Slab joint system and apparatus for joining concrete slabs in side-by-side relation	07/807061 12/9/1991	5261635 11/16/1993
Scaffold bracket	07/984855 12/3/1992	5316253 5/31/1994
Concrete form and self-contained waler clamp assembly	07/313420 9/27/1994	5562845 10/8/1996
Pilaster form	08/384788 2/7/1995	5656193 8/12/1997
Concrete form with safety bar	08/524652 9/8/1995	5707539 1/13/1998
Concrete forming chamfer strip	08/654722 5/29/1996	5616271 4/1/1997
Sand jack apparatus	08/730498 10/11/1996	5816562 10/6/1998
Method of retrofitting a concrete form	08/935609 9/23/1997	6182346 2/6/2001
Concrete form waler bracket	09/350770 7/9/1999	6361014 3/26/2002
Adjustable modular form system and method for rectilinear concrete column form	09/507329 2/18/2000	6676102 1/13/2004
Overhanging form system and method of using the same	09/784396 2/15/2001	6715729 4/6/2004
Over the top hinged concrete form and method of using the same	09/788207 2/16/2001	6605240 8/12/2003
Transition strip for disparate concrete forms	10/071517 2/7/2002	6755387 6/29/2004
Concrete wall form with flexible tie system	10/337625 1/7/2003	6951329 10/4/2005



## U.S. TRADEMARK AND SERVICE MARK REGISTRATIONS

The Bank of New York Security Interests at Reel/Frame Nos. 2910/0100 and 2910/0882

Mark	Application No. Filing Date	Registration No. Registration Date
A	73643458 1/28/87	1452916 8/18/87
AHT MASTER	78136567 6/18/02	2877957 8/24/04
AMERICAN HIGHWAY TECHNOLOGY	75121051 6/18/96	2536888 2/5/02
BOND TECH	73684799 9/17/87	1500540 8/16/88
C	73641698 1/28/87	1453913 8/25/87
DAY-CHEM	73284292 11/3/80	1177246 11/10/81
<b>DAYTON  SUPERIOR</b>	75138973 7/24/96	2158144 5/19/98
<b>DAYTON  SUPERIOR</b>	73399517 10/1/82	1287643 7/31/84
DAYTON/RICHMOND	75891252 1/7/00	2619423 9/17/02
EDOCO	76272191 6/15/01	2658475 12/10/02
ESCO	73675860 7/31/87	1517188 12/20/88
GR	76332167 10/31/01	2662602 12/17/02
GYRO LIFT	73746256 8/15/88	1538915 5/16/89
GYRO TILT PLUS	75413784 1/5/98	2301428 12/21/99
HOLZIN	76361415 1/22/02	2884723 9/14/04
JAHN	72264561 2/13/67	0846110 3/19/68
<b>JAHN </b>	72149581 7/23/62	0751913 7/2/63


Mark	Application No. Filing Date	Registration No. Registration Date
LEVELAYER	73543931 6/19/85	1397671 6/17/86
SPECLINK	76260739 5/22/01	2824356 3/23/04
SURE-GRIP	74161032 4/26/91	1768658 5/4/93
SURE-GRIP	72205043 10/29/64	0798721 11/16/65
SWIFT LIFT	73028742 8/5/74	1009108 4/22/75
UTILITY ANCHOR	76264829 5/31/01	2684897 2/4/03

The Bank of New York Security Interests at Reel/Frame Nos. 2910/0164 and 3048/0633


Mark	Application No. Filing Date	Registration No. Registration Date
	74731779 9/21/95	2026641 12/31/96
AZTEC	74731778 9/21/95	2026640 12/31/96
	75184331 10/21/96	2136857 2/17/98
E-Z CHAIR	73683615 9/11/87	1511787 11/8/88
SPEED STEP	75921825 2/5/00	2808952 1/27/04

The Bank of New York Security Interests at Reel/Frame Nos. 2910/0138 and 2910/0815




Mark	Application No. Filing Date	Registration No. Registration Date
ALL-PATCH	74071304 6/21/90	1695347 6/16/92
CONPLATE	74071303 6/21/90	1695161 6/16/92

Mark	Application No. Filing Date	Registration No. Registration Date
CONSHAKE	74256043 3/16/92	1749695 2/2/93
CONSPEC	74365442 3/8/93	1872124 1/10/95
CONSPEC 100	74071305 6/21/90	1687147 5/12/92
CONSPECIFIER	76272713 6/18/01	2770741 10/7/03
	74365633 3/8/93	1934555 11/14/95

The Bank of New York Security Interests at Reel/Frame Nos. 2910/0076, 2940/0940, and 2910/0824

Mark	Application No. Filing Date	Registration No. Registration Date
BRACE-RITE	75904390 1/27/00	2735088 7/8/03
DUR-O-EYE	73125185 5/2/77	1082553 1/17/78
<b>DUR-O-WAL</b>	71629826 5/16/52	0574351 5/12/53
DUR-O-WEB	73262400 5/16/80	1239157 5/24/83
LADUR TYPE	72074165 5/20/59	0696623 4/26/60
LADUR-EYE	73125184 5/2/77	1082552 1/17/78
POLYTITE	74492193 2/18/94	1871332 1/3/95
<b>Prison-Loc</b>	75524646 7/23/98	2308754 1/18/00
 Southern Construction Products, Inc.	73624807 10/9/86	1450350 8/4/87
SURE-STRESS	75611092 12/22/98	2388601 9/19/00

The Bank of New York Security Interests at Reel/Frame Nos. 2910/0119 and 2910/0860

Mark	Application No. Filing Date	Registration No. Registration Date
DESIGNFAST	76409030 5/16/02	2686409 2/11/03
ELASTO-TEX	73415134 2/28/83	1273527 4/10/84
FLEX-FORM	73676415 8/3/87	1481622 3/22/88
<b>Magic KOTE</b>	72104341 9/12/60	0728771 3/20/62
MAX-A-FORM	74561867 8/15/94	1912991 8/22/95
MAX-A-PLY	73233405 10/1/79	1157317 6/9/81
RESI-CHEM	73335067 11/2/81	1246732 8/2/83
	73397574 9/30/82	1280346 6/5/84
	72139695 3/12/62	0745290 2/19/63
	72135920 1/16/62	0760829 11/26/63
STEEL-PLY	73157401 2/2/78	1100771 8/29/78
SYMONS	73314790 6/15/81	1254958 10/25/83
THRIFT KOTE	73389613 9/27/82	1277614 5/15/84
VERSIFORM	72449879 2/26/73	0981820 4/9/74

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