

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
823013 Ontario Limited		10/07/2008	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Dayton Superior Corporation		
Street Address:	7777 Washington Village Drive		
Internal Address:	Suite 130		
City:	Dayton		
State/Country:	OHIO		
Postal Code:	45459		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2254802	COREWALL	
CORRESPONDENCE DATA			
Fax Number:	(937)443-6635		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	937-443-6817		
Email:	trademarks@thompsonhine.com		
Correspondent Name:	Roger H. Bora		
Address Line 1:	P.O. Box 8801		
Address Line 4:	Dayton, OHIO 45401-8801		
ATTORNEY DOCKET NUMBER:	442005-098US COREWALL		
NAME OF SUBMITTER:	Roger H. Bora		
Signature:	/roger h bora/		
Date:	11/11/2008		

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Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of the 7th day of October, 2008, by 823013 ONTARIO LIMITED, an Ontario corporation, having a place of business at 31 Stafford Drive, Brampton, Ontario, Canada L6W 1L3 (hereinafter, the "Assignor").

WHEREAS, Assignor is the sole and exclusive owner of all right, title, and interest in and to the trademark listed on Schedule A attached hereto, including all registrations, applications for registration, and common law trademark rights, where such common law rights are recognized, as well as the goodwill of the business associated therewith (the "Trademark");

WHEREAS, Dayton Superior Corporation, a Delaware corporation, having a place of business at 7777 Washington Village Drive, Suite 130, Dayton, Ohio, United States of America 45459 (hereinafter, the "Assignee"), desires to acquire Assignor's entire right, title, and interest in and to the Trademark; and

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement ("Purchase Agreement") pursuant to which Assignee, contemporaneously herewith, is purchasing from Assignor, and Assignor is selling to Assignee, certain assets relating to Assignor's business, including Assignor's entire right, title, and interest in and to the Trademark (the "Transaction"), and the execution and delivery by Assignor of this Assignment is required by the Purchase Agreement and is a condition to the consummation of the Transaction.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademark, together with the goodwill of the business connected with the use of and symbolized by the Trademark throughout the world in perpetuity, and all income, royalties, damages and payments now or hereinafter due or payable with respect to the Trademark and all causes of action (either in law or in equity) related to the Trademark, including the right to sue, counterclaim and recover damages for past, present and future infringement of such Trademark, and the exclusive right to apply for and maintain all registrations, renewals, and/or extensions thereof.

Assignor hereby agrees, without further payment or compensation by Assignee or its successors or assigns, to promptly execute all papers and to perform such other acts reasonably necessary to secure to Assignee, or its successors or assigns, the rights hereby transferred, in any jurisdiction in the world, including but not limited to Assignor's execution of assignments in recordable form in each jurisdiction where trademark applications are pending and registrations are issued.

Assignor hereby authorizes and requests that each national government or authority that has issued registrations for the Trademark, or which holds applications for such registrations, record and memorialize this Assignment with regard to said Trademark.

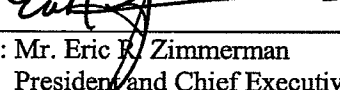
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by the duly authorized officers indicated below:

823013 ONTARIO LIMITED

By: _____
Name: _____
Title: _____

Agreed to and Accepted:

DAYTON SUPERIOR CORPORATION

By:  _____
Name: Mr. Eric R. Zimmerman
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by the duly authorized officers indicated below:

823013 ONTARIO LIMITED

By: *J.R. Waters*
Name: John R. Waters
Title: President

Agreed to and Accepted:

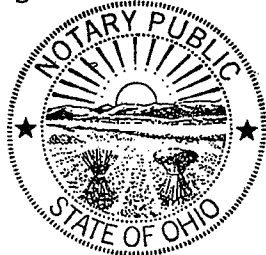
DAYTON SUPERIOR CORPORATION

By: _____
Name: Mr. Eric R. Zimmerman
Title: President and Chief Executive Officer

NOTARIAL CERTIFICATION

State of Ohio)
County of Montgomery) ss:

Before me, a notary public for the above-indicated county and state, personally appeared Eric R. Zimmerman, who is to me personally known, and acknowledged the execution of the foregoing instrument of Assignment to be his or her free act and deed.



Linda M Logan

Notary Public

**LINDA M. LOGAN, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 20, 2010**

NOTARIAL CERTIFICATION

State of _____)
County of _____) ss:

Before me, a notary public for the above-indicated county and state, personally appeared _____, who is to me personally known, and acknowledged the execution of the foregoing instrument of Assignment to be his or her free act and deed.

Notary Public

541852.2

NOTARIAL CERTIFICATION

State of _____)
County of _____) ss:

Before me, a notary public for the above-indicated county and state, personally appeared _____, who is to me personally known, and acknowledged the execution of the foregoing instrument of Assignment to be his or her free act and deed.

Notary Public

NOTARIAL CERTIFICATION

Province
State of Ontario)
County of Canada) ss:

Before me, a notary public for the above-indicated ^{*place*} ~~county and state~~, personally appeared John P. Waters, who is to me personally known, and acknowledged the execution of the foregoing instrument of Assignment to be his or her free act and deed.

John

Notary Public

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SCHEDULE A

TRADEMARK: "Corewall"

Including: United States Trademark Registration No. 2,254,802, issued June 22, 1999.
All other rights worldwide.