

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Debtor-in-Possession Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dayton Superior Corporation		05/29/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	600 Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 89			
Property Type	Number	Word Mark	
Registration Number:	0574351	DUR-O-WAL	
Registration Number:	0696623	LADUR TYPE	
Registration Number:	0728771	MAGIC KOTE	
Registration Number:	0745290	S	
Registration Number:	0751913	JAHN	
Registration Number:	0760829	S	
Registration Number:	0798721	SURE-GRIP	
Registration Number:	0846110	JAHN	
Registration Number:	0899048	SNAPPLUGS	
Registration Number:	0981820	VERSIFORM	
Registration Number:	1009108	SWIFT LIFT	
Registration Number:	1082552	LADUR-EYE	
Registration Number:	1082553	DUR-O-EYE	
Registration Number:	1100771	STEEL-PLY	

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Registration Number:	1157317	MAX-A-PLY
Registration Number:	1177246	DAY-CHEM
Registration Number:	1239157	DUR-O-WEB
Registration Number:	1246732	RESI-CHEM
Registration Number:	1254958	SYMONS
Registration Number:	1273527	ELASTO-TEX
Registration Number:	1277614	THRIFT KOTE
Registration Number:	1280346	S
Registration Number:	1287643	DAYTON SUPERIOR
Registration Number:	1397671	LEVELAYER
Registration Number:	1481622	FLEX-FORM
Registration Number:	1511787	E-Z CHAIR
Registration Number:	1538915	GYRO LIFT
Registration Number:	1687147	CONSPEC 100
Registration Number:	1695161	CONPLATE
Registration Number:	1695347	ALL-PATCH
Registration Number:	1747797	CONSPEC ENDURO 50
Registration Number:	1749695	CONSHAKE
Registration Number:	1768658	SURE-GRIP
Registration Number:	1871332	POLYTITE
Registration Number:	1872124	CONSPEC
Registration Number:	1912991	MAX-A-FORM
Registration Number:	1934555	
Registration Number:	2026640	AZTEC
Registration Number:	2026641	AZTEC
Registration Number:	2136857	CASTLE CHAIR REBAR SUPPORTS
Registration Number:	2254802	COREWALL
Registration Number:	2301428	GYRO TILT PLUS
Registration Number:	2308754	PRISON-LOC
Registration Number:	2388601	SURE-STRESS
Registration Number:	2477213	BAR LOCK
Registration Number:	2536888	AMERICAN HIGHWAY TECHNOLOGY
Registration Number:	2595674	BAR X-L
Registration Number:	2619423	DAYTON/RICHMOND
Registration Number:	2658475	EDOCO

Registration Number:	2662602	GR
Registration Number:	2684897	UTILITY ANCHOR
Registration Number:	2735088	BRACE-RITE
Registration Number:	2770741	CONSPECIFIER
Registration Number:	2808952	SPEED STEP
Registration Number:	2824356	SPECLINK
Registration Number:	2877957	AHT MASTER
Registration Number:	2879951	STAR
Registration Number:	2884723	HOLZIN
Registration Number:	2927934	AQUAFILM
Registration Number:	2956123	SPECIAL PATCH
Registration Number:	3054460	FORMC@D
Registration Number:	3129235	SL
Registration Number:	3141157	STAR
Registration Number:	3259224	IRONSHINE
Registration Number:	3333416	COLLEGE OF KNOWLEDGE
Registration Number:	3499520	SURE-GUARD
Registration Number:	3561926	CONPATCH V/O
Registration Number:	3561927	IRONSHINE HG
Registration Number:	3577291	TURBO GROUT HP
Registration Number:	3577459	BIO-RELEASE EF
Serial Number:	78733628	BUILDING STRENGTH
Serial Number:	78943777	TAPERLOCK
Serial Number:	77233268	LPL PATCH
Serial Number:	77233321	INTRASEAL
Serial Number:	77233275	SPECIAL BOND CI
Serial Number:	77233291	INTRASEAL DP
Serial Number:	77233254	DP
Serial Number:	77233252	DP
Serial Number:	77183223	GREEN BEAN CLEAN
Serial Number:	78735872	
Serial Number:	78942276	TAPER-LOCK
Serial Number:	77057245	DIAMOND POLISH FLOOR SYSTEMS DAYTON SUPERIOR
Serial Number:	77626438	RAPID RESIN REPAIR
Serial Number:	77396034	CURE & LIFT EF

Serial Number:	77448111	EARTH FRIENDLY
Serial Number:	77448112	
Serial Number:	77448113	EARTH FRIENDLY
Serial Number:	77653396	DAYTON ACCESS
Serial Number:	77684563	BLUFORM

CORRESPONDENCE DATA

Fax Number: (404)572-5134

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

Email: jhannon@kslaw.com

Correspondent Name: James M. Hannon

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09631.009042
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	06/01/2009

Total Attachments: 9

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DEBTOR-IN-POSSESSION TRADEMARK SECURITY AGREEMENT

THIS DEBTOR-IN-POSSESSION TRADEMARK SECURITY AGREEMENT, dated as of May 29, 2009, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers and each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Senior Secured Priming and Superpriority Debtor-In-Possession Revolving Credit Agreement, dated as of April 22, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as administrative agent and collateral agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, on April 19, 2009, the Borrower commenced Chapter 11 Case No. 09-11351 (the "Chapter 11 Case") by filing a petition for reorganization under Chapter 11, 11 U.S.C. 101 et seq. (the "Bankruptcy Code"), with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, the Borrower continues to operate its businesses and manage its properties as debtor and debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Debtor-In-Possession Guaranty and Security Agreement, dated as of April 22, 2009, in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower;

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

WHEREAS, the grant of the Liens created herein has been authorized pursuant to Sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code by the Interim Order (as defined in the Credit Agreement) and (after its entry by the Bankruptcy Court) the Final Order (as defined in the Credit Agreement);

WHEREAS, from and after the entry of the Interim Order, and pursuant to and to the extent permitted in the Interim Order and the Final Order, the Obligations (as defined in the Credit Agreement) will constitute allowed administrative expense claims in the Chapter 11 Case having priority over all administrative expense claims and unsecured claims against the Borrowers now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expense claims of the kind specified in sections 105, 326, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1114 or any other provision of the Bankruptcy Code

or otherwise, as provided under section 364(c)(1) of the Bankruptcy Code, subject, as to priority only, to the Carve-Out (as defined in the Credit Agreement); and

WHEREAS, to supplement the Interim Order and the Final Order without in any way diminishing or limiting the effect of the Interim Order and the Final Order or the security interests granted thereunder, the parties hereto desire to more fully set forth their respective rights in connection with such security interests.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control. From and after entry of the Interim Order and pursuant to and to the extent provided in the Interim Order and the Final Order, Obligations will be secured by a valid and perfected first priority Lien on all of the Trademark Collateral, and such Lien shall be senior to all Primed Liens, including all Liens recorded against the Collateral as of the date of entry of the Interim Order.

Anything in this Agreement to the contrary notwithstanding, the Agent shall not exercise any remedies in respect of the Collateral in connection with any Event of Default without compliance with the requirements of Section 6.1(h) of the Guaranty and Security Agreement in respect of such exercise, other than "Permissible Remedies" (as defined therein).

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement and the security interests and lien granted pursuant hereto shall terminate upon termination of the Guaranty and Security Agreement. Upon written request of the Grantor, the Administrative Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interests in the Trademark Collateral under this Trademark Security Agreement.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

DAYTON SUPERIOR CORPORATION
as debtor and debtor-in-possession

By: 
Name: Edward J. Puiasis
Title: Executive Vice President and Chief
Financial Officer

[SIGNATURE PAGE TO DEBTOR-IN-POSSESSION REVOLVING TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GRANTOR:

DAYTON SUPERIOR CORPORATION
as debtor and debtor-in-possession

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: Michelle Handy
Name: Michelle Handy
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO)
)ss.
COUNTY OF MONTGOMERY)

On this 29th day of May, 2009 before me personally appeared Edward J. Puisis, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dayton Superior Corporation, as debtor and debtor-in-possession who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Linda M. Logan

Notary Public

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

[ACKNOWLEDGEMENT OF GRANTOR FOR DEBTOR-IN-POSSESSION REVOLVING
TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I
TO THE
DEBTOR-IN-POSSESSION TRADEMARK SECURITY AGREEMENT**

U.S. TRADEMARK REGISTRATIONS

<u>Registered Owner</u>	<u>U.S. Trademark Reg. No.</u>	<u>Trademark</u>
Dayton Superior Corporation	574351	DUR-O-WAL
Dayton Superior Corporation	696623	LADUR TYPE
Dayton Superior Corporation	728771	MAGIC KOTE & Design
Dayton Superior Corporation	745290	S AND DIAMOND DESIGN
Dayton Superior Corporation	751913	JAHN & DESIGN
Dayton Superior Corporation	760829	S AND DIAMOND DESIGN
Dayton Superior Corporation	798721	SURE-GRIP
Dayton Superior Corporation	846110	JAHN
Dayton Superior Corporation	899048	SNAPPLUGS
Dayton Superior Corporation	981820	VERSIFORM
Dayton Superior Corporation	1009108	SWIFT LIFT
Dayton Superior Corporation	1082552	LADUR-EYE
Dayton Superior Corporation	1082553	DUR-O-EYE
Dayton Superior Corporation	1100771	STEEL-PLY
Dayton Superior Corporation	1157317	MAX-A-PLY
Dayton Superior Corporation	1177246	DAY-CHEM
Dayton Superior Corporation	1239157	DUR-O-WEB
Dayton Superior Corporation	1246732	RESI-CHEM
Dayton Superior Corporation	1254958	SYMONS
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Dayton Superior Corporation	1277614	THRIFT KOTE
Dayton Superior Corporation	1280346	S AND DIAMOND DESIGN
Dayton Superior Corporation	1287643	DAYTON SUPERIOR & Design
Dayton Superior Corporation	1397671	LEVELAYER
Dayton Superior Corporation	1481622	FLEX-FORM
Dayton Superior Corporation	1511787	E-Z CHAIR
Dayton Superior Corporation	1538915	GYRO LIFT
Dayton Superior Corporation	1687147	CONSPEC 100
Dayton Superior Corporation	1695161	CONPLATE
Dayton Superior Corporation	1695347	ALL-PATCH
Dayton Superior Corporation	1747797	CONSPEC ENDURO 50
Dayton Superior Corporation	1749695	CONSHAKE
Dayton Superior Corporation	1768658	SURE-GRIP
Dayton Superior Corporation	1871332	POLYTITE
Dayton Superior Corporation	1872124	CONSPEC
Dayton Superior Corporation	1912991	MAX-A-FORM
Dayton Superior Corporation	1934555	MISC DESIGN (CONSPEC DESIGN)
Dayton Superior Corporation	2026640	AZTEC
Dayton Superior Corporation	2026641	AZTEC (Stylized)
Dayton Superior Corporation	2136857	CASTLE CHAIR REBAR SUPPORTS & DESIGN

Dayton Superior Corporation	2254802	COREWALL
Dayton Superior Corporation	2301428	GYRO TILT PLUS
Dayton Superior Corporation	2308754	PRISON-LOC
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Dayton Superior Corporation	2595674	BAR X-L
Dayton Superior Corporation	2619423	DAYTON/RICHMOND
Dayton Superior Corporation	2658475	EDOCO
Dayton Superior Corporation	2662602	GR
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Dayton Superior Corporation	2735088	BRACE-RITE
Dayton Superior Corporation	2770741	CONSPECIFIER
Dayton Superior Corporation	2808952	SPEED STEP
Dayton Superior Corporation	2824356	SPECLINK
Dayton Superior Corporation	2877957	AHT MASTER
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Dayton Superior Corporation	2884723	HOLZIN
Dayton Superior Corporation	2927934	AQUAFILM
Dayton Superior Corporation	2956123	SPECIAL PATCH
Dayton Superior Corporation	3054460	FORMC@D
Dayton Superior Corporation	3129235	SL
Dayton Superior Corporation	3141157	STAR LOGO
Dayton Superior Corporation	3259224	IRONSHINE
Dayton Superior Corporation	3333416	COLLEGE OF KNOWLEDGE
Dayton Superior Corporation	3499520	SURE GUARD
Dayton Superior Corporation	3561926	CONPATCH V/O
Dayton Superior Corporation	3561927	IRONSHINE HG
Dayton Superior Corporation	3577291	TURBO GROUT HP
Dayton Superior Corporation	3577459	BIO-RELEASE EF

U.S. TRADEMARK APPLICATIONS

<u>Registered Owner</u>	<u>U.S. Trademark Appln. No.</u>	<u>Trademark</u>
Dayton Superior Corporation	78/733628	BUILDING STRENGTH
Dayton Superior Corporation	78/943777	TAPER-LOCK & Design
Dayton Superior Corporation	77/233268	LPL PATCH
Dayton Superior Corporation	77/233321	INTRASEAL
Dayton Superior Corporation	77/233275	SPECIAL BOND CI
Dayton Superior Corporation	77/233291	INTRASEAL DP
Dayton Superior Corporation	77/233254	DP & Design
Dayton Superior Corporation	77/233252	DP
Dayton Superior Corporation	77/183223	GREEN BEAN CLEAN
Dayton Superior Corporation	78/735872	HEXAGON LOGO
Dayton Superior Corporation	78/942276	TAPER-LOCK

Dayton Superior Corporation	77/057245	DIAMOND POLISH FLOOR SYSTEMS DAYTON SUPERIOR & Design
Dayton Superior Corporation	77/626438	RAPID RESIN REPAIR
Dayton Superior Corporation	77/396034	CURE & LIFT EF
Dayton Superior Corporation	77/448111	EARTH FRIENDLY
Dayton Superior Corporation	77/448112	GLOBE DESIGN
Dayton Superior Corporation	77/448113	EARTH FRIENDLY & Design
Dayton Superior Corporation	77/653396	DAYTON ACCESS
Dayton Superior Corporation	77/684563	BLUFORM