

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dayton Superior Corporation		10/26/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silver Point Finance, LLC
Street Address:	Two Greenwich Plaza, First Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 79

Property Type	Number	Word Mark
Registration Number:	2877957	AHT MASTER
Registration Number:	1695347	ALL-PATCH
Registration Number:	2536888	AMERICAN HIGHWAY TECHNOLOGY
Registration Number:	2927934	AQUAFILM
Registration Number:	2026640	AZTEC
Registration Number:	2026641	AZTEC
Registration Number:	2477213	BAR LOCK
Registration Number:	3577459	BIO-RELEASE EF
Registration Number:	2735088	BRACE-RITE
Registration Number:	2136857	CASTLE CHAIR REBAR SUPPORTS
Registration Number:	3333416	COLLEGE OF KNOWLEDGE
Registration Number:	3561926	CONPATCH V/O
Registration Number:	1695161	CONPLATE
Registration Number:	1749695	CONSHAKE

CH \$1990.00 2877957

900146177

**TRADEMARK
 REEL: 004085 FRAME: 0088**

Registration Number:	1872124	CONSPEC
Registration Number:	1687147	CONSPEC 100
Registration Number:	1747797	CONSPEC ENDURO 50
Registration Number:	2770741	CONSPECIFIER
Registration Number:	2254802	COREWALL
Registration Number:	3648375	CURE & LIFT EF
Registration Number:	1177246	DAY-CHEM
Registration Number:	3645214	DAYTON ACCESS
Registration Number:	1287643	DAYTON SUPERIOR
Registration Number:	2619423	DAYTON/RICHMOND
Registration Number:	1934555	
Registration Number:	1082553	DUR-O-EYE
Registration Number:	0574351	DUR-O-WAL
Registration Number:	1239157	DUR-O-WEB
Registration Number:	3681671	EARTH FRIENDLY
Registration Number:	2658475	EDOCO
Registration Number:	1273527	ELASTO-TEX
Registration Number:	1511787	E-Z CHAIR
Registration Number:	1481622	FLEX-FORM
Registration Number:	3054460	FORMC@D
Registration Number:	2662602	GR
Registration Number:	3655250	GREEN BEAN CLEAN
Registration Number:	1538915	GYRO LIFT
Registration Number:	2301428	GYRO TILT PLUS
Registration Number:	2884723	HOLZIN
Registration Number:	3259224	IRONSHINE
Registration Number:	3561927	IRONSHINE HG
Registration Number:	0846110	JAHN
Registration Number:	0751913	JAHN
Registration Number:	0696623	LADUR TYPE
Registration Number:	1082552	LADUR-EYE
Registration Number:	1397671	LEVELAYER
Registration Number:	3655277	LPL PATCH
Registration Number:	0728771	MAGIC KOTE
Registration Number:	1912991	MAX-A-FORM

Registration Number:	1157317	MAX-A-PLY
Registration Number:	1871332	POLYTITE
Registration Number:	2308754	PRISON-LOC
Registration Number:	1246732	RESI-CHEM
Registration Number:	0745290	S
Registration Number:	0760829	S
Registration Number:	1280346	S
Registration Number:	3129235	SL
Registration Number:	0899048	SNAPPLUGS
Registration Number:	3655278	SPECIAL BOND CI
Registration Number:	2956123	SPECIAL PATCH
Registration Number:	2824356	SPECLINK
Registration Number:	2808952	SPEED STEP
Registration Number:	2879951	STAR
Registration Number:	3141157	STAR
Registration Number:	1100771	STEEL-PLY
Registration Number:	0798721	SURE-GRIP
Registration Number:	1768658	SURE-GRIP
Registration Number:	3499520	SURE-GUARD
Registration Number:	2388601	SURE-STRESS
Registration Number:	1009108	SWIFT LIFT
Registration Number:	1254958	SYMONS
Registration Number:	3674630	TAPER-LOCK
Registration Number:	3677957	TAPERLOCK
Registration Number:	1277614	THRIFT KOTE
Registration Number:	3577291	TURBO GROUT HP
Registration Number:	2684897	UTILITY ANCHOR
Registration Number:	0981820	VERSIFORM
Serial Number:	77448113	EARTH FRIENDLY
Serial Number:	77448112	

CORRESPONDENCE DATA

Fax Number: (949)475-4754

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

Phone: 949-451-3800

Email: skann@gibsondunn.com

TRADEMARK
REEL: 004085 FRAME: 0090

Correspondent Name: Stephanie S. Kann
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 22938-00003

NAME OF SUBMITTER: Stephanie S. Kann

Signature: /stephanie s. kann/

Date: 10/26/2009

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of October 26, 2009, is entered into between **DAYTON SUPERIOR CORPORATION**, and **SILVER POINT FINANCE, LLC**, as agent for the Secured Parties (in such capacity, together with any successor agent, the "**Agent**").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Term Loan Credit and Guaranty Agreement, dated as of October 26, 2009 (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 Pledge and Security Agreement, dated as of October 26, 2009 (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 Trademark 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 Trademarks

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 "**Trademark Collateral**"):

- (i) all United States, State and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious

Exhibit C-1

business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, but not limited to, the registrations and applications referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time),

(ii) the goodwill of the business symbolized thereby,

(iii) all rights corresponding thereto throughout the world,

(iv) all rights to sue for past, present and future infringement or dilution thereof or for any injury to goodwill,

(v) all licenses, claims, damages, and proceeds of suit arising therefrom, and

(vi) all payments and rights to payments arising out of the sale, lease, license assignment or other disposition thereof;

provided that the security interest granted under Section 2 hereof shall not attach to, and the term "Trademark Collateral" shall not include any applications for trademark filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), only to the extent that the grant of a security interest therein would result in the abandonment, invalidation or unenforceability of the trademarks matured from such application or rights hereunder and only until evidence of the use of such trademarks in commerce, as defined in 15 U.S.C. Section 1127, is submitted to, and accepted by, the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d), following which filing all such applications shall automatically become Trademark Collateral.

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 Trademark 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

Exhibit C-2

EXECUTION COPY

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 Trademark 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]

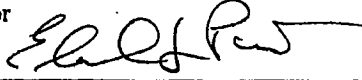
Exhibit C-3

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,

DAYTON SUPERIOR CORPORATION,
as Grantor

By: _____


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

ACCEPTED AND AGREED
as of the date first above written:

SILVER POINT FINANCE, LLC,
as Collateral Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO 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,

DAYTON SUPERIOR CORPORATION,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

SILVER POINT FINANCE, LLC,
as Collateral Agent

By:



Name: Zachary M. Zeitlin
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

EXECUTION COPY

**SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT**

A. REGISTERED TRADEMARKS

<u>Record Owner</u>	<u>Mark</u>	<u>Registration No.</u>
Dayton Superior Corporation	AHT MASTER	2877957
Dayton Superior Corporation	ALL-PATCH	1695347
Dayton Superior Corporation	AMERICAN HIGHWAY TECHNOLOGY	2536888
Dayton Superior Corporation	AQUAFILM	2927934
Dayton Superior Corporation	AZTEC	2026640
Dayton Superior Corporation	AZTEC (STYLIZED)	2026641
Dayton Superior Corporation	BAR LOCK	2477213
Dayton Superior Corporation	BIO-RELEASE EF	3577459
Dayton Superior Corporation	BRACE-RITE	2735088
Dayton Superior Corporation	CASTLE CHAIR REBAR SUPPORTS & DESIGN	2136857
Dayton Superior Corporation	COLLEGE OF KNOWLEDGE	3333416
Dayton Superior Corporation	CONPATCH V/O	3561926
Dayton Superior Corporation	CONPLATE	1695161
Dayton Superior Corporation	CONSHAKE	1749695
Dayton Superior Corporation	CONSPEC	1872124
Dayton Superior Corporation	CONSPEC 100	1687147
Dayton Superior Corporation	CONSPEC ENDURO 50	1747797
Dayton Superior Corporation	CONSPECIFIER	2770741
Dayton Superior Corporation	COREWALL	2254802
Dayton Superior Corporation	CURE & LIFT EF	3648375
Dayton Superior Corporation	DAY-CHEM	1177246
Dayton Superior Corporation	DAYTON ACCESS	3645214
Dayton Superior Corporation	DAYTON SUPERIOR & DESIGN	1287643
Dayton Superior Corporation	DAYTON/RICHMOND	2619423
Dayton Superior Corporation	Design Only (CONSPEC Design)	1934555
Dayton Superior Corporation	DUR-O-EYE	1082553
Dayton Superior Corporation	DUR-O-WAL	0574351
Dayton Superior Corporation	DUR-O-WEB	1239157
Dayton Superior Corporation	EARTH FRIENDLY	3681671
Dayton Superior Corporation	EDOCO	2658475
Dayton Superior Corporation	ELASTO-TEX	1273527
Dayton Superior Corporation	E-Z CHAIR	1511787
Dayton Superior Corporation	FLEX-FORM	1481622
Dayton Superior Corporation	FORMC@D	3054460
Dayton Superior Corporation	GR	2662602
Dayton Superior Corporation	GREEN BEAN CLEAN	3655250
Dayton Superior Corporation	GYRO LIFT	1538915
Dayton Superior Corporation	GYRO TILT PLUS	2301428
Dayton Superior Corporation	HOLZIN	2884723
Dayton Superior Corporation	IRONSHINE	3259224
Dayton Superior Corporation	IRONSHINE HG	3561927
Dayton Superior Corporation	JAHN	0846110
Dayton Superior Corporation	JAHN & DESIGN	0751913
Dayton Superior Corporation	LADUR TYPE	0696623
Dayton Superior Corporation	LADUR-EYE	1082552

Schedule I to Exhibit C

EXECUTION COPY

<u>Record Owner</u>	<u>Mark</u>	<u>Registration No.</u>
Dayton Superior Corporation	LEVELAYER	1397671
Dayton Superior Corporation	LPL PATCH	3655277
Dayton Superior Corporation	MAGIC KOTE & DESIGN	0728771
Dayton Superior Corporation	MAX-A-FORM	1912991
Dayton Superior Corporation	MAX-A-PLY	1157317
Dayton Superior Corporation	POLYTITE	1871332
Dayton Superior Corporation	PRISON-LOC	2308754
Dayton Superior Corporation	RESI-CHEM	1246732
Dayton Superior Corporation	S & DIAMOND DESIGN	0745290
Dayton Superior Corporation	S & DIAMOND DESIGN	0760829
Dayton Superior Corporation	S & DIAMOND DESIGN	1280346
Dayton Superior Corporation	SL	3129235
Dayton Superior Corporation	SNAPPLUGS	0899048
Dayton Superior Corporation	SPECIAL BOND CI	3655278
Dayton Superior Corporation	SPECIAL PATCH	2956123
Dayton Superior Corporation	SPECLINK	2824356
Dayton Superior Corporation	SPEED STEP	2808952
Dayton Superior Corporation	STAR	2879951
Dayton Superior Corporation	STAR LOGO	3141157
Dayton Superior Corporation	STEEL-PLY	1100771
Dayton Superior Corporation	SURE-GRIP	0798721
Dayton Superior Corporation	SURE-GRIP	1768658
Dayton Superior Corporation	SURE-GUARD	3499520
Dayton Superior Corporation	SURE-STRESS	2388601
Dayton Superior Corporation	SWIFT LIFT	1009108
Dayton Superior Corporation	SYMONS	1254958
Dayton Superior Corporation	TAPER-LOCK	3674630
Dayton Superior Corporation	TAPERLOCK & DESIGN	3677957
Dayton Superior Corporation	THRIFT KOTE	1277614
Dayton Superior Corporation	TURBO GROUT HP	3577291
Dayton Superior Corporation	UTILITY ANCHOR	2684897
Dayton Superior Corporation	VERSIFORM	0981820

B. TRADEMARK APPLICATIONS

<u>Record Owner</u>	<u>Mark</u>	<u>Serial No.</u>
Dayton Superior Corporation	EARTH FRIENDLY & DESIGN	77/448113
Dayton Superior Corporation	GLOBE DESIGN	77/448112

Schedule I to Exhibit C