

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

| | |
|-------------------|-------------------------------------|
| Name: | Bank of America, N.A. |
| Street Address: | 135 South LaSalle Street |
| Internal Address: | Suite 465 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | National Association: UNITED STATES |

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 |

CH \$1990.00 2877957

900146588

**TRADEMARK
 REEL: 004088 FRAME: 0454**

| | | |
|----------------------|---------|-------------------|
| Registration Number: | 1749695 | CONSHAKE |
| 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: (917)777-4104

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

TRADEMARK
REEL: 004088 FRAME: 0456

Phone: 212-735-3000
Email: mmcguire@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Anita Sinha, Esq.
Address Line 4: New York, NEW YORK 10036

| | |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 401180/67 |
| NAME OF SUBMITTER: | S. Anita Sinha |
| Signature: | /S. Anita Sinha/ |
| Date: | 10/30/2009 |

Total Attachments: 8
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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 BANK OF AMERICA, N.A., 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 Loan 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 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

Exhibit C

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

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

Exhibit C

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.

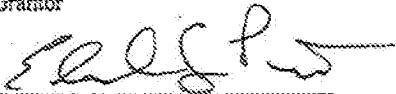
This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature 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

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

DAYTON SUPERIOR CORPORATION,
as Grantor

By: 

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

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGMENT OF GRANTOR

COMMONWEALTH / STATE OF Ohio)
COUNTY OF Montgomery) ss.

On this 20th day of Oct, 2009 before me personally appeared Edward J. Puse proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DAYTON SUPERIOR CORPORATION, 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. 30, 2010



[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Agent

By: *Harold Mitchell*
Name: *Harold S. Mitchell*
Title: *VP*

[Signature Page to Trademark Security Agreement]

**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