

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Partial Release of Security Interest	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		01/13/2010	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dayton Superior Corporation		
<b>Street Address:</b>	7777 Washington Village Dr.		
<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		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1871332	POLYTITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(937)443-6635		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	937-443-6817		
<b>Email:</b>	trademarks@thompsonhine.com		
<b>Correspondent Name:</b>	Roger H. Bora		
<b>Address Line 1:</b>	P.O. Box 8801		
<b>Address Line 4:</b>	Dayton, OHIO 45401-8801		
<b>ATTORNEY DOCKET NUMBER:</b>	442005-098US1		
<b>NAME OF SUBMITTER:</b>	Roger H. Bora		
<b>Signature:</b>	/roger h bora/		

OP \$40.00 1871332

Date:

01/21/2010

**Total Attachments: 2**

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**PARTIAL RELEASE OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

This Partial Release of Security Interest ("Release") is made and entered into this 13<sup>th</sup> day of January, 2010, by BANK OF AMERICA, N.A., having a place of business at 135 South LaSalle Street, Suite 465, Chicago, Illinois, 60603 ("Secured Party").

WHEREAS the Secured Party holds a security interest in certain intellectual property assets of the DAYTON SUPERIOR CORPORATION, having a place of business at 7777 Washington Village Drive, Suite 130, Dayton, Ohio, 45459 ("Borrower"), pursuant to an agreement between Secured Party and Borrower dated October 26, 2009, and recorded in the assignment records of U.S. Patent and Trademark Office at Reel 4088 / Frame 0454 ("Security Agreement");

WHEREAS the Borrower wishes to transfer ownership of the registered trademark "POLYTITE" in a transaction permitted pursuant to the Security Agreement and the other loan documents referenced therein; and

WHEREAS, in connection with such transaction, the Borrower has requested that the Secured Party release its lien on the "POLYTITE" mark.

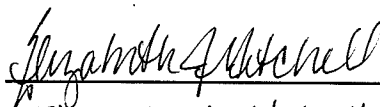
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound thereby, the Secured Party hereby terminates and releases any and all mortgages, liens, security interests, other encumbrances, and other rights arising under the Security Agreement or otherwise with respect to the U.S. trademark listed below:

Registration No.	Registration Date	Mark
1,871,332	January 3, 1995	POLYTITE

and agrees to deliver to the Borrower, from time to time, any other documents and instruments which the Borrower reasonably requests to further evidence the release of the Secured Party's interest in the listed trademark.

IN WITNESS WHEREOF, Secured Party, by its duly authorized officer, has executed this Release as of the day and year first above written.

**BANK OF AMERICA, N.A.**

By:   
Name: Elizabeth J Mitchell  
Title: VP

State of Illinois )  
County of COOK ) ss:

On this 13<sup>th</sup> day of January, 2010, before me, a Notary Public in and for the above County and State, personally appeared the above named Elizabeth J. Mitchell, on behalf of BANK OF AMERICA, N.A., and acknowledged the execution of the foregoing document as a free act and deed for the purpose set forth herein.

Michelle Maloney  
Notary Public

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