

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silver Point Finance, LLC		01/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
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:	1871332	POLYTITE	
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:	442005-098US1		
NAME OF SUBMITTER:	Roger H. Bora		
Signature:	/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 _____ day of January, 2010, by SILVER POINT FINANCE, LLC, having a place of business at Two Greenwich Plaza, First Floor, Greenwich, Connecticut, 06830 ("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 4085 / Frame 0088 ("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.

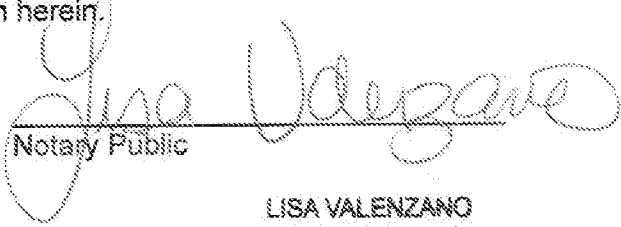
IN WITNESS WHEREOF, Secured Party, by its duly authorized officer, has executed this Release as of the day and year first above written.

SILVER POINT FINANCE, LLC

By: _____
Name: Zachary M. Zeffin
Title: Authorized Signatory

State of CT)
County of Fairfield) ss:

On this 19 day of January, 2010, before me, a Notary Public in and for the above County and State, personally appeared the above named _____, on behalf of SILVER POINT FINANCE, LLC, and acknowledged the execution of the foregoing document as a free act and deed for the purpose set forth herein.



Notary Public

LISA VALENZANO
NOTARY PUBLIC
MY COMMISSION EXPIRES 5/31/2011

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