

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zea Corporation, Inc.		09/13/2010	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Dayton Superior Corporation		
Street Address:	1125 Byers Road		
City:	Miamisburg		
State/Country:	OHIO		
Postal Code:	45342		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2886090	UNITEX	
Registration Number:	3094235	SMARTBOND	
Registration Number:	3108060	Q-2	
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:	442005-098 ZEA ASSIGNMENT		
NAME OF SUBMITTER:	Roger H. Bora		
Signature:	/roger h bora/		

OP \$90.00 2886090

Date:

09/15/2010

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of the 13th day of September, 2010, by ZEA CORPORATION, INC., a Missouri corporation, having a place of business at 3101 Gardner, Kansas City, Missouri 64120 ("Assignor"), under the following circumstances:

WHEREAS, Assignor is the sole and exclusive owner of all right, title, and interest in and to the trademarks listed on Schedule 1 attached hereto, including all registrations, applications for registration, and common law trademark rights, where such common law rights are recognized, as well as the goodwill of the business associated therewith (collectively, the "Trademarks");

WHEREAS, Dayton Superior Corporation, a Delaware corporation, having its principal place of business at 1125 Byers Road, Miamisburg, Ohio 45342 ("Assignee"), desires to acquire the entire right, title and interest in and to the Trademarks; and

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of August 17, 2010 ("Asset Purchase Agreement") pursuant to which Assignee is purchasing from Assignor, and Assignor is selling to Assignee, substantially all of the assets of Assignor's business, including Assignor's entire right, title, and interest in and to the Trademarks. Assignor is executing and delivering this Assignment pursuant to Section 7.02(a) of the Asset Purchase Agreement.


NOW, THEREFORE, in consideration of the foregoing and for valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks throughout the world in perpetuity, and all income, royalties, damages and payments now or hereinafter due or payable with respect to the Trademarks and all causes of action (either in law or in equity) related to the Trademarks, including the right to sue, counterclaim and recover damages for past, present and future infringement of any of the Trademarks, and the exclusive right to apply for and maintain all registrations, renewals, and/or extensions thereof.

Assignor hereby agrees, without further payment or compensation by Assignee or its successors or assigns, to promptly execute all papers and to perform such other acts reasonably necessary to secure to Assignee, or its successors or assigns, the rights hereby transferred, in any jurisdiction in the world, including but not limited to Assignor's execution of assignments in recordable form in each jurisdiction where trademark applications are pending and registrations are issued.

Assignor hereby authorizes and requests that each national government or authority that has issued registrations for the Trademarks, or which holds applications for such registrations, record and memorialize this Assignment with regard to the Trademarks.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by the duly authorized officers indicated below:

ZEA CORPORATION, INC.

By: 
John R. Grissinger
President

Agreed to and Accepted:

DAYTON SUPERIOR CORPORATION

By: _____
Name: Eric R. Zimmerman
Title: President and Chief Executive Officer

[Signature Page to Trademark Assignment]

624877

NOTARIAL CERTIFICATION

State of Kansas)
County of Johnson) ss:

Before me, a notary public for the above-indicated county and state, personally appeared John R. Grissinger, who is to me personally known, and acknowledged the execution of the foregoing instrument of Assignment to be his free act and deed.



Philip C. Growney

Notary Public

NOTARIAL CERTIFICATION

State of _____)
County of _____) ss:

Before me, a notary public for the above-indicated county and state, personally appeared Eric R. Zimmerman, who is to me personally known, and acknowledged the execution of the foregoing instrument of Assignment to be his or her free act and deed.

Notary Public

[Trademark Assignment]

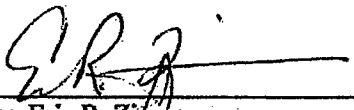
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ZEA CORPORATION, INC.

By: _____
John R. Grissinger
President

Agreed to and Accepted:

DAYTON SUPERIOR CORPORATION

By:  _____
Name: Eric R. Zimmerman
Title: President and Chief Executive Officer

[Signature Page to Trademark Assignment]

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Notary Public

NOTARIAL CERTIFICATION

State of Ohio)
County of Montgomery) ss:

Before me, a notary public for the above-indicated county and state, personally appeared Eric R. Zimmerman, who is to me personally known, and acknowledged the execution of the foregoing instrument of Assignment to be his or her free act and deed.

Linda M. Logan

Notary Public



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

[Trademark Assignment]

SCHEDULE 1

Registration

2886090
3094235
3108060

Wood Mark

UNITEX
Smartbond
Q-2