

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dayton Superior Corporation		09/21/2010	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: 3			
Property Type	Number	Word Mark	
Registration Number:	2886090	UNITEX	
Registration Number:	3094235	SMARTBOND	
Registration Number:	3108060	Q-2	
CORRESPONDENCE DATA			
Fax Number:	(949)475-4754		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie S. Kann, Senior Paralegal		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	90436-00004		
NAME OF SUBMITTER:	Stephanie S. Kann		

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**TRADEMARK
 REEL: 004282 FRAME: 0575**

Signature:	/stephanie s. kann/
Date:	09/21/2010
Total Attachments: 6 source=daytonsupplemental#page1.tif source=daytonsupplemental#page2.tif source=daytonsupplemental#page3.tif source=daytonsupplemental#page4.tif source=daytonsupplemental#page5.tif source=daytonsupplemental#page6.tif	

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This **SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of September 21, 2010, 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 “**Grantor**”), 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 Grantor;

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 Grantor, other grantors listed on the signature pages thereto, and the Agent, Grantor granted to the Agent a security interest and continuing lien on all of 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);

WHEREAS, pursuant to the Security Agreement, Grantor was required to execute and deliver a certain Trademark Security Agreement dated as of October 26, 2009 (the “**Trademark Security Agreement**”);

WHEREAS, the Trademark Security Agreement entered into between Dayton Superior Corporation and Agent was recorded with the United States Patent and Trademark Office at Reel 4085/Frame 0088; and

WHEREAS, Grantor has since obtained additional trademark registrations and, pursuant to the Security Agreement, Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, 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

Grantor hereby grants to the Agent a security interest and continuing lien on all of 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 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 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 Grantor 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]

IN WITNESS WHEREOF, each Grantor has caused this Supplemental 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: Paul Fisher

Title: Vice President and Corporate Treasurer

ACCEPTED AND AGREED
as of the date first above written:

SILVER POINT FINANCE, LLC,
as Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Supplemental 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 Agent

By:  _____ HS

Name:

Title: **Michael A. Gatto**
Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT**

REGISTERED TRADEMARKS

<u>Record Owner</u>	<u>Mark</u>	<u>Registration No.</u>
Dayton Superior Corporation	UNITEX	2886090
Dayton Superior Corporation	SMARTBOND	3094235
Dayton Superior Corporation	Q-2	3108060

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