

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		04/23/2010	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DAYTON SUPERIOR CORPORATION		
<b>Street Address:</b>	7777 Washington Village Drive, 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: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0574351	DUR-O-WAL	
Registration Number:	0696623	LADUR TYPE	
Registration Number:	1082552	LADUR-EYE	
Registration Number:	1082553	DUR-O-EYE	
Registration Number:	2735088	BRACE-RITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)345-7600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	314-345-7000		
<b>Email:</b>	kbastunas@senniger.com		
<b>Correspondent Name:</b>	Senniger Powers LLP- Paul Fleischut		
<b>Address Line 1:</b>	100 North Broadway, 17th Floor		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102		
<b>ATTORNEY DOCKET NUMBER:</b>	MLP 7520		

**OP \$140.00 0574351**

**900196798**

**TRADEMARK  
 REEL: 004580 FRAME: 0397**

NAME OF SUBMITTER:	Paul I. J. Fleischut
Signature:	/paul fleischut/
Date:	07/12/2011
Total Attachments: 4 source=01537684#page1.tif source=01537684#page2.tif source=01537684#page3.tif source=01537684#page4.tif	

## PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST

THIS PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST ("**Partial Release**") dated as of April 23, 2010, is entered by Bank of America, N.A., a National Association ("**Assignor**") in favor of Dayton Superior Corporation, a Delaware corporation ("**Assignee**") located at 7777 Washington Village Dr., Ste. 130. Dayton, OH 45459.

Unless otherwise defined herein, capitalized terms defined in the Security Agreement (defined below) or the Trademark Security Agreement (defined below) and used herein have the meaning given to them in the Security Agreement or Trademark Security Agreement, as applicable.

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 Assignee, the financial institutions party to the Loan Agreement from time to time as lenders (collectively, "**Lenders**"), and Assignor, the Lenders had agreed to provide a credit facility to Assignee;

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 Assignee, the other Grantors listed on the signature pages thereof (the Assignee and the Persons so listed being, collectively, the "**Grantors**"), and the Assignor, each Grantor granted to the Assignor 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, in each case whether then owned or existing or thereafter 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, the Grantors were required to execute and deliver the Trademark Security Agreement executed on October 26, 2009 and recorded on October 30, 2009 at the United States Patent and Trademark Office at reel 4088, frame 0454 (the "**Trademark Security Agreement**");

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Assignee granted to Assignor a security interest and continuing lien on all of such Assignee's right, title and interest in, to and under the Trademark Collateral, in each case whether then owned or existing or thereafter acquired or arising or wherever located including the trademarks listed on Schedule I to the Trademark Security Agreement;

WHEREAS, Assignee has entered into that certain Asset Purchase Agreement wherein Assignee agreed to transfer, assign, and convey certain assets of Assignee used in the business of developing, manufacturing, marketing and selling masonry connector, masonry reinforcement, masonry repair, masonry bracing, masonry anchor and masonry moisture control products, including certain of the Trademark Collateral of Assignee, to HOHMANN & BARNARD, INC., a Delaware corporation; and

WHEREAS, Assignor wishes to release and terminate its security interest and continuing lien on, and only on, such Trademark Collateral, as referred to below.

NOW, THEREFORE, the undersigned Assignor, who is the present holder and legal owner of the security interest in the Trademark Collateral, does hereby remise, release and quit claim all of its security interest and continuing lien on all of Assignee's right, title and interest in, to and under the Trademark Collateral with respect to the trademarks set forth on Schedule A attached hereto only, and reassigns any and all interest that it may have therein to Assignee.

For the avoidance of doubt, Assignor continues to maintain its security interest in all other Collateral and the provisions of the Security Agreement shall, except as modified by this Partial Release, continue in full force and effect.

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).

[SIGNATURE PAGE FOLLOWS]

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

Bank of America, N.A.

By: Elizabeth J. Mitchell  
Name: Elizabeth J. Mitchell

Title: VP

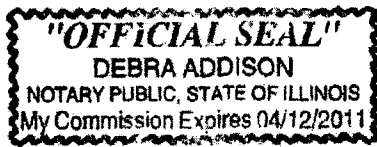
Illinois  
STATE OF ~~DELAWARE~~ )  
COUNTY OF Cook ) SS.

On this 23<sup>rd</sup> day of April, 2010, before me, a Notary Public in and for said State, personally appeared Elizabeth J. Mitchell, to me personally known, who, being by me duly sworn, did say that he/she is the V.P. of Bank of America, N.A., a National Association, and that the foregoing instrument was signed on behalf of said company by authority of its board of directors, and he/she acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the County and State aforesaid.

Debra Addison  
Notary Public

[SEAL]  
My Commission expires:



**SCHEDULE A**

TRADEMARKS

COMPANY	MARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
Dayton Superior Corporation	DUR-O-WAL	USA	574,351	05/16/1953
Dayton Superior Corporation	LADUR TYPE	USA	696,623	05/20/1959
Dayton Superior Corporation	LADUR-EYE	USA	1,082,552	05/02/1977
Dayton Superior Corporation	DUR-O-EYE	USA	1,082,553	05/02/1977
Dayton Superior Corporation	BRACE-RITE	USA	2,735,088	07/08/2003
Dayton Superior Corporation (successor by merger to Dur-O-Wal, Inc.)	DUR-O-WAL	Canada	UCA50089	05/09/1953
Dayton Superior Corporation (successor by merger to Dur-O-Wal, Inc.)	LADUR TYPE	Canada	TMA150777	05/19/1967