

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324206

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tilt-Up Design Systems, LLC		10/01/2014	LIMITED LIABILITY COMPANY: FLORIDA
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: 5			
Property Type	Number	Word Mark	
Registration Number:	3472964	TILT-WERKS	
Registration Number:	3622370	BUILDING TECHNOLOGY THAT WERKS	
Registration Number:	3565168	CONCRETE-WERKS	
Registration Number:	3565167	PRECAST-WERKS	
Registration Number:	3565166	MASONRY-WERKS	
CORRESPONDENCE DATA			
Fax Number:	9374436635		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	937-443-6817		
Email:	trademarks@thompsonhine.com		
Correspondent Name:	Roger H. Bora		
Address Line 1:	10050 Innovation Drive, Suite 400		
Address Line 4:	Dayton, OHIO 45342-4934		
ATTORNEY DOCKET NUMBER:	442005-098		
NAME OF SUBMITTER:	Roger H. Bora		
SIGNATURE:	/roger h bora/		
DATE SIGNED:	11/24/2014		
Total Attachments: 3			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into effective as of October 1, 2014, by TILT-UP DESIGN SYSTEMS, LLC, a Florida limited liability company having an address at 1525 International Parkway, Suite 3051, Lake Mary, Florida 52746 ("Assignor"), in favor of DAYTON SUPERIOR CORPORATION, a Delaware corporation having a place of business at 1125 Byers Road, Miamisburg, Ohio 45342 ("Assignee").

WHEREAS, pursuant to that certain Software and Intellectual Property Purchase Agreement dated as of October 1, 2014 by and among Assignor, Joseph J. Steinbicker and Assignee (the "Purchase Agreement"), Assignor has agreed to sell and convey to Assignee, for the consideration and upon the terms set forth in the Purchase Agreement, among other things, all right, title and interest in and to the trademarks and the registrations and applications therefor included in the Associated Intellectual Property (as defined in the Purchase Agreement), including, without limitation, those listed in Exhibit A attached hereto and made a part hereof (the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby agree and assign as follows:

1. Assignor does hereby irrevocably assign, transfer, convey and deliver to Assignee, its successors and assigns, the entire right, title and interest, throughout the world, whether statutory or at common law, in and to the Trademarks, together with (a) all the goodwill symbolized by the Trademarks in the United States and all countries throughout the world, (b) the right to sue and collect damages and/or profits for past and future infringements of the Trademarks, and (c) all rights to proceeds, including, without limitation, income, payments, claims and damages, whether presently existing or hereafter arising, arising out of or related to the Trademarks.

2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the sole and exclusive owner of the Trademarks. Assignor further authorizes the appropriate authority or authorities whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of Assignee, its successors and assigns in accordance with the terms of this Agreement and at Assignee's expense.


3. Assignor further agrees, at Assignee's request, to execute any and all documents necessary or desirable to properly vest full right, title and interest in and to the Trademarks throughout the world in the name of Assignee, its successors and assigns, and to perform any other reasonable acts at Assignee's expense generally necessary for Assignee to obtain, maintain, issue or enforce the Trademarks.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed by a duly authorized representative as of the date first written above:

ASSIGNOR:

TILT-UP DESIGN SYSTEMS, LLC

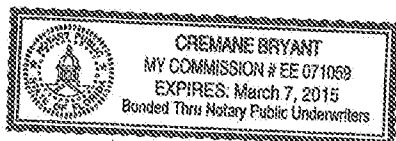
By: 


Joseph J. Steinbicker
Manager and President

NOTARIAL CERTIFICATION

State of Florida)
County of Seminole) ss:

Before me, a notary public for the above-indicated county and state, personally appeared Joseph J. Steinbicker, the Manager and President of Tilt-Up Design Systems, LLC, who is to me personally known, and acknowledged the execution of the foregoing Trademark Assignment to be his free act and deed.





Notary Public

EXHIBIT A

to Trademark Assignment

1. Registered Trademarks

Country	Reg. No.	Trademark	Filing Date	Grant Date
United States	3472964	TILT-WERKS	5 Jan 2007	22 July 2008
United States	3622370	BUILDING TECHNOLOGY THAT WERKS	27 Sept 2008	19 May 2009
United States	3565168	CONCRETE-WERKS	13 Feb 2007	20 Jan 2009
United States	3565167	PRECAST-WERKS	13 Feb 2007	20 Jan 2009
United States	3565166	MASONRY-WERKS	13 Feb 2007	20 Jan 2009

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