

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM415973

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dayton Superior Corporation		11/15/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG New York Branch		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Bank: GERMANY		
<b>PROPERTY NUMBERS Total: 62</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0728771	MAGIC KOTE	
<b>Registration Number:</b>	0745290	S	
<b>Registration Number:</b>	0760829	S	
<b>Registration Number:</b>	0798721	SURE-GRIP	
<b>Registration Number:</b>	0846110	JAHN	
<b>Registration Number:</b>	0899048	SNAPPLUGS	
<b>Registration Number:</b>	1009108	SWIFT LIFT	
<b>Registration Number:</b>	1100771	STEEL-PLY	
<b>Registration Number:</b>	1254958	SYMONS	
<b>Registration Number:</b>	1280346	S	
<b>Registration Number:</b>	1397671	LEVELAYER	
<b>Registration Number:</b>	1481622	FLEX-FORM	
<b>Registration Number:</b>	1511787	E-Z CHAIR	
<b>Registration Number:</b>	1538915	GYRO LIFT	
<b>Registration Number:</b>	1687147	CONSPEC 100	
<b>Registration Number:</b>	1695347	ALL-PATCH	
<b>Registration Number:</b>	1747797	CONSPEC ENDURO 50	
<b>Registration Number:</b>	1768658	SURE-GRIP	
<b>Registration Number:</b>	1872124	CONSPEC	

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Property Type	Number	Word Mark
Registration Number:	1912991	MAX-A-FORM
Registration Number:	1934555	
Registration Number:	1955413	SUPROTEK
Registration Number:	2026640	AZTEC
Registration Number:	2026641	AZTEC
Registration Number:	2136857	CASTLE CHAIR REBAR SUPPORTS
Registration Number:	2254802	COREWALL
Registration Number:	2301428	GYRO TILT PLUS
Registration Number:	2308754	PRISON-LOC
Registration Number:	2477213	BAR LOCK
Registration Number:	2536888	AMERICAN HIGHWAY TECHNOLOGY
Registration Number:	2619423	DAYTON/RICHMOND
Registration Number:	2658475	EDOCO
Registration Number:	2662602	GR
Registration Number:	2684897	UTILITY ANCHOR
Registration Number:	2886090	UNITEX
Registration Number:	2927934	AQUAFILM
Registration Number:	2956123	SPECIAL PATCH
Registration Number:	2963833	SUPROTEK
Registration Number:	3108060	Q-2
Registration Number:	3129235	SL
Registration Number:	3368062	ACCUBRACE SHORING, LLC
Registration Number:	3371777	ACCUBRACE
Registration Number:	3472964	TILT-WERKS
Registration Number:	3499520	SURE-GUARD
Registration Number:	3561926	CONPATCH V/O
Registration Number:	3577291	TURBO GROUT
Registration Number:	3577459	BIO-RELEASE EF
Registration Number:	3645214	DAYTON ACCESS
Registration Number:	3655250	GREEN BEAN CLEAN
Registration Number:	3674630	TAPER-LOCK
Registration Number:	3677957	TAPERLOCK
Registration Number:	3681671	EARTH FRIENDLY
Registration Number:	3717385	
Registration Number:	3717386	EARTH FRIENDLY
Registration Number:	3818797	DP
Registration Number:	3902152	
Registration Number:	3918157	BUILDING STRENGTH

Property Type	Number	Word Mark
Registration Number:	3932738	SLEEVE-LOCK
Registration Number:	4043722	DAYTON SUPERIOR
Registration Number:	4101544	ARCHI-FOAM
Registration Number:	4311939	SYM-PLY
Registration Number:	4528413	DBDI

**CORRESPONDENCE DATA**

Fax Number: 7147558290

*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.*

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

**ATTORNEY DOCKET NUMBER:** 049259-0115

**NAME OF SUBMITTER:** Anna T Kwan

**SIGNATURE:** /atk/

**DATE SIGNED:** 02/13/2017

**Total Attachments: 10**

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## TRADEMARK AND PATENT SECURITY AGREEMENT

TRADEMARK AND PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated November 15, 2016, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Deutsche Bank AG New York Branch (“*DB*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Dayton Superior Corporation, a Delaware corporation (the “*Borrower*”) and DSC Holdings, Inc., a Delaware corporation, have entered into a Senior Secured Credit Agreement dated as of November 15, 2016 (as amended, amended and restated, extended supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with DB as Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the context may require.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated November 15, 2016, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby collateral assigns, pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following, except to the extent (a) any applicable Law, regulation or agreement with a domain name registrar prohibits the creation of a security interest therein or would otherwise invalidate any Grantor’s right, title or interest therein and (b) any of the following constitutes Excluded Assets (the “*Collateral*”):

(i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iv) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier (or other electronic transmission) shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of a conflict between the terms and provisions of this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Intercreditor Agreement. Notwithstanding anything to the contrary contained herein, each Secured Party by receiving the benefits hereunder acknowledges and agrees that the Lien and security interest granted to the Collateral Agent pursuant to this IP

Security Agreement or the Security Agreement and the exercise of any right or remedy by the Collateral Agent and each other Secured Party hereunder or thereunder and all other terms and provisions of this IP Security Agreement or the Security Agreement are subject to the terms and provisions of the Intercreditor Agreement. In the event of any conflict between the terms and provisions of the Intercreditor Agreement (on the one hand) and this IP Security Agreement and the Security Agreement (on the other hand), the terms and provisions of the Intercreditor Agreement shall govern and control.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DAYTON SUPERIOR CORPORATION

By Thomas W. Roehrig  
Name: Thomas William Roehrig  
Title: Treasurer and Secretary

## Schedule A

### Patents

<u>Grantor</u>	<u>Title</u>	<u>Country</u>	<u>Patent No. Issue Date</u>	<u>Applic. No./ Filing Date</u>
Dayton Superior Corporation	Anchor positioning insert	USA	6082700 7/4/2000	
Dayton Superior Corporation	Method and apparatus for supporting reinforcement members	USA	6089522 7/18/2000	
Dayton Superior Corporation	Quick connect rebar splice	USA	6089779 7/18/2000	
Dayton Superior Corporation	Taper lock rebar splice joint	USA	6099196 8/8/2000	
Dayton Superior Corporation	Knee brace bracket for tilt-up construction	USA	6112475 9/5/2000	
Dayton Superior Corporation	Erection anchor for concrete panel	USA	6647674 11/18/2003	
Dayton Superior Corporation	Overhanging form system and method of using the same	USA	6715729 4/6/2004	
Dayton Superior Corporation	Plastic slab bolster upper	USA	6722097 4/20/2004	
Dayton Superior Corporation	Plastic slab bolster upper	USA	6735918 5/18/2004	
Dayton Superior Corporation	Concrete void former and cooperating cover	USA	6755385 6/29/2004	
Dayton Superior Corporation	Structural tie shear connector for concrete and insulation composite panels	USA	6761007 7/13/2004	
Dayton Superior Corporation	Adjustable support brace and mounting shoe	USA	6854222 2/15/2005	
Dayton Superior Corporation	Protective cover for reinforcing bar	USA	6857235 2/22/2005	
Dayton Superior Corporation	Post-tension intersection chair	USA	6925771 8/9/2005	
Dayton Superior Corporation	Plastic slab bolster upper	USA	6948291 9/27/2005	
Dayton Superior Corporation	Concrete wall form with flexible tie system	USA	6951329 10/4/2005	
Dayton Superior Corporation	Concrete void former	USA	7004443 2/28/2006	
Dayton Superior Corporation	Wire mesh chair	USA	7028443 4/18/2005	
Dayton Superior Corporation	Sandwich erection lift anchor with welding plate assembly	USA	7032354 4/25/2005	



Dayton Superior Corporation	Brace for concrete forms	USA	7051988 5/30/2006	
Dayton Superior Corporation	Concrete anchor	USA	7065925 6/27/2006	
Dayton Superior Corporation	Passthrough concrete anchor	USA	7111432 9/26/2006	
Dayton Superior Corporation	Cover for a concrete construction	USA	7222460 5/29/2007	
Dayton Superior Corporation	Dowel bar assembly with snap fit side frames	USA	7314334 1/1/2008	
Dayton Superior Corporation	Dowel bar assembly with snap fit side frames	USA	7404691 7/29/2008	
Dayton Superior Corporation	Concrete dowel void former	USA	7487949 2/10/2009	
Dayton Superior Corporation	Multi-level post tension cable support chair and method of use	USA	7497059 3/3/2009	
Dayton Superior Corporation	Slab bolster coupling	USA	7775010 8/17/2010	
Dayton Superior Corporation	Concrete form brace and battering wedge	USA	7828263 11/9/2010	
Dayton Superior Corporation	Method of forming a void in a mass of concrete using a dowel void former	USA	7887735 2/15/2011	
Dayton Superior Corporation	Locking system for concrete form panels	USA	8042786 10/25/2011	
Dayton Superior Corporation	Tilt-up concrete form brace	USA	8186645 5/29/2012	
Dayton Superior Corporation	Post-tension intersection chair	USA	8322108 12/11/2012	
Dayton Superior Corporation	Jump form system	USA	8464996 6/18/2013	
Dayton Superior Corporation	Jump form system	USA	9297173 3/29/2016	
Dayton Superior Corporation	Construction hanger	USA	9347231 5/24/2016	
Dayton Superior Corporation	Pass through concrete anchor	USA	D520649 5/9/2006	
Dayton Superior Corporation	Pass through concrete anchor	USA	D521159 5/16/2006	
Dayton Superior Corporation	W foot anchor	USA	D540657 4/17/2007	
Dayton Superior Corporation	Ring lift anchor	USA	D547524 7/24/2007	
Dayton Superior Corporation	Cap for anchor on tilt-up concrete slabs	USA	D559499 1/8/2008	
Dayton Superior Corporation	Anchor for tilt-up concrete slabs	USA	D560872 1/29/2008	

Dayton Superior Corporation	Flat anchor for tilt-up concrete slabs	USA	D569071 5/13/2008	
Dayton Superior Corporation	Construction hanger	USA		15/096,408 5/24/2016

## Schedule B

### Trademarks

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Applic. No./ Filing Date</u>	<u>Reg. No./Reg. Date</u>
Dayton Superior Corporation	MAGIC KOTE & Design	USA		728771 3/20/1962
Dayton Superior Corporation	S AND DIAMOND DESIGN	USA		745290 2/19/1963
Dayton Superior Corporation	S AND DIAMOND DESIGN	USA		760829 12/26/1963
Dayton Superior Corporation	SURE-GRIP	USA		798721 11/16/1965
Dayton Superior Corporation	JAHN	USA		846110 3/19/1968
Dayton Superior Corporation	SNAPPLUGS	USA		899048 9/22/1970
Dayton Superior Corporation	SWIFT LIFT	USA		1009108 4/22/1975
Dayton Superior Corporation	STEEL-PLY	USA		1100771 8/29/1978
Dayton Superior Corporation	SYMONS	USA		1254958 10/25/1983
Dayton Superior Corporation	S AND DIAMOND DESIGN	USA		1280346 6/5/1984
Dayton Superior Corporation	LEVELAYER	USA		1397671 6/17/1986
Dayton Superior Corporation	FLEX-FORM	USA		1481622 3/22/1988
Dayton Superior Corporation	E-Z CHAIR	USA		1511787 11/8/1988
Dayton Superior Corporation	GYRO LIFT	USA		1538915 5/16/1989
Dayton Superior Corporation	CONSPEC 100	USA		1687147 5/12/1992
Dayton Superior Corporation	ALL-PATCH	USA		1695347 6/16/1992
Dayton Superior Corporation	CONSPEC ENDURO 50	USA		1747797 1/19/1993
Dayton Superior Corporation	SURE-GRIP	USA		1768658 5/4/1993
Dayton Superior Corporation	CONSPEC	USA		1872124 1/10/1995
Dayton Superior Corporation	MAX-A-FORM	USA		1912991 8/22/1995

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Applic. No./ Filing Date</u>	<u>Reg. No./Reg. Date</u>
Dayton Superior Corporation	MISC DESIGN (CONSPEC DESIGN)	USA		1934555 11/14/1995
Dayton Superior Corporation	SUPROTEK	USA		1955413 2/6/1996
Dayton Superior Corporation	AZTEC	USA		2026640 12/31/1996
Dayton Superior Corporation	AZTEC (Stylized)	USA		2026641 12/31/1996
Dayton Superior Corporation	CASTLE CHAIR REBAR SUPPORTS & DESIGN	USA		2136857 2/17/1998
Dayton Superior Corporation	COREWALL	USA		2254802 6/22/1999
Dayton Superior Corporation	GYRO TILT PLUS	USA		2301428 12/21/1999
Dayton Superior Corporation	PRISON-LOC	USA		2308754 1/18/2000
Dayton Superior Corporation	BAR LOCK	USA		2477213 8/14/2001
Dayton Superior Corporation	AMERICAN HIGHWAY TECHNOLOGY	USA		2536888 2/5/2002
Dayton Superior Corporation	DAYTON/RICHMOND	USA		2619423 9/17/2002
Dayton Superior Corporation	EDOCO	USA		2658475 12/10/2002
Dayton Superior Corporation	GR	USA		2662602 12/17/2002
Dayton Superior Corporation	UTILITY ANCHOR	USA		2684897 2/4/2003
Dayton Superior Corporation	UNITEX	USA		2886090 9/21/2004
Dayton Superior Corporation	AQUAFILM	USA		2927934 2/22/2005
Dayton Superior Corporation	SPECIAL PATCH	USA		2956123 5/24/2005
Dayton Superior Corporation	SUPROTEK	USA		2963833 6/28/2005
Dayton Superior Corporation	Q-2	USA		3108060 6/20/2006
Dayton Superior Corporation	SL	USA		3129235 8/15/2006
Dayton Superior Corporation	ACCUBRACE SHORING, LLC	USA		3368062 1/15/2008
Dayton Superior Corporation	ACCUBRACE	USA		3371777 1/22/2008
Dayton Superior Corporation	TILT-WERKS	USA		3472964 7/22/2008

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Applic. No./ Filing Date</u>	<u>Reg. No./Reg. Date</u>
Dayton Superior Corporation	SURE-GUARD	USA		3499520 9/9/2008
Dayton Superior Corporation	CONPATCH V/O	USA		3561926 1/13/2009
Dayton Superior Corporation	TURBO GROUT	USA		3577291 2/17/2009
Dayton Superior Corporation	BIO-RELEASE EF	USA		3577459 2/17/2009
Dayton Superior Corporation	DAYTON ACCESS	USA		3645214 6/23/2009
Dayton Superior Corporation	GREEN BEAN CLEAN	USA		3655250 7/14/2009
Dayton Superior Corporation	TAPER-LOCK	USA		3674630 8/25/2009
Dayton Superior Corporation	TAPERLOCK & Design	USA		3677957 9/1/2009
Dayton Superior Corporation	EARTH FRIENDLY	USA		3681671 9/8/2009
Dayton Superior Corporation	Globe Design	USA		3717385 12/1/2009
Dayton Superior Corporation	EARTH FRIENDLY & Design	USA		3717386 12/1/2009
Dayton Superior Corporation	DP	USA		3818797 7/13/2010
Dayton Superior Corporation	HEXAGON LOGO	USA		3902152 1/4/2011
Dayton Superior Corporation	BUILDING STRENGTH	USA		3918157 2/8/2011
Dayton Superior Corporation	SLEEVE-LOCK	USA		3932738 3/15/2011
Dayton Superior Corporation	DAYTON SUPERIOR	USA		4043722 10/25/2011
Dayton Superior Corporation	ARCHI-FOAM	USA		4101544 2/21/2012
Dayton Superior Corporation	SYM-PLY	USA		4311939 4/2/2013
Dayton Superior Corporation	DBDI	USA		4528413 5/13/2014