

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM552209

<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		12/04/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cantor Fitzgerald Securities, as Collateral Agent		
<b>Street Address:</b>	900 West Trade Street, Suite 725		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	General Partnership: NEW YORK		
<b>PROPERTY NUMBERS Total: 53</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3371777	ACCUBRACE	
<b>Registration Number:</b>	1695347	ALL-PATCH	
<b>Registration Number:</b>	2536888	AMERICAN HIGHWAY TECHNOLOGY	
<b>Registration Number:</b>	2927934	AQUAFILM	
<b>Registration Number:</b>	2026640	AZTEC	
<b>Registration Number:</b>	2026641	AZTEC	
<b>Registration Number:</b>	2477213	BAR LOCK	
<b>Registration Number:</b>	3561926	CONPATCH V/O	
<b>Registration Number:</b>	1872124	CONSPEC	
<b>Registration Number:</b>	1687147	CONSPEC 100	
<b>Registration Number:</b>	1747797	CONSPEC ENDURO 50	
<b>Registration Number:</b>	2254802	COREWALL	
<b>Registration Number:</b>	3645214	DAYTON ACCESS	
<b>Registration Number:</b>	4043722	DAYTON SUPERIOR	
<b>Registration Number:</b>	2619423	DAYTON/RICHMOND	
<b>Registration Number:</b>	4528413	DBDI	
<b>Registration Number:</b>	3717385		
<b>Registration Number:</b>	3681671	EARTH FRIENDLY	
<b>Registration Number:</b>	3717386	EARTH FRIENDLY	

OP \$1340.00 3371777

Property Type	Number	Word Mark
Registration Number:	2658475	EDOCO
Registration Number:	1511787	E-Z CHAIR
Registration Number:	1481622	FLEX-FORM
Registration Number:	2662602	GR
Registration Number:	3655250	GREEN BEAN CLEAN
Registration Number:	2301428	GYRO TILT PLUS
Registration Number:	3902152	
Registration Number:	846110	JAHN
Registration Number:	1397671	LEVELAYER
Registration Number:	728771	MAGIC KOTE
Registration Number:	1912991	MAX-A-FORM
Registration Number:	2308754	PRISON-LOC
Registration Number:	3108060	Q-2
Registration Number:	745290	S
Registration Number:	760829	S
Registration Number:	1280346	S
Registration Number:	3129235	SL
Registration Number:	3932738	SLEEVE-LOCK
Registration Number:	899048	SNAPPLUGS
Registration Number:	2956123	SPECIAL PATCH
Registration Number:	1100771	STEEL-PLY
Registration Number:	1955413	SUPROTEK
Registration Number:	2963833	SUPROTEK
Registration Number:	798721	SURE-GRIP
Registration Number:	1768658	SURE-GRIP
Registration Number:	3499520	SURE-GUARD
Registration Number:	1254958	SYMONS
Registration Number:	4311939	SYM-PLY
Registration Number:	3674630	TAPER-LOCK
Registration Number:	3677957	TAPERLOCK
Registration Number:	5691125	TILT-WERKS
Registration Number:	3577291	TURBO GROUT
Registration Number:	2886090	UNITEX
Registration Number:	2684897	UTILITY ANCHOR

**CORRESPONDENCE DATA**

Fax Number:

*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.*

**TRADEMARK**

**REEL: 006810 FRAME: 0119**

**Phone:** 800-494-5225  
**Email:** ipteam@coagencyglobal.com  
**Correspondent Name:** Stewart Walsh  
**Address Line 1:** 1025 Vermont Ave NW, Ste 1130  
**Address Line 2:** COGENCY GLOBAL Inc.  
**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** 1160008 B TM IPSA

**NAME OF SUBMITTER:** Karen S. Cottrell

**SIGNATURE:** /Karen S. Cottrell/

**DATE SIGNED:** 12/06/2019

**Total Attachments: 8**

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source=B #92706936v1 - (Trademark Security Agreement for Filing)#page9.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated as of December 4, 2019, is made by DAYTON SUPERIOR CORPORATION, a Delaware corporation (the “**Grantor**”), to CANTOR FITZGERALD SECURITIES (“**Cantor**”), 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 (“**Holdings**”), have entered into that certain Senior Secured Credit Agreement dated as of December 4, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with Cantor as Collateral Agent and Administrative 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 defined below), 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, the Grantor has executed and delivered that certain Security Agreement dated December 4, 2019, made by the Borrower, Holdings and the other Grantors party thereto from time to time in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has 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 Grantor, and has agreed as a condition thereof to execute this Trademark 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, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby pledges to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the 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 the Grantor’s right, title or interest therein and (b) any of the following constitutes Excluded Assets (collectively, the “**Trademark Collateral**”):

- (i) the Trademark and service mark registrations and applications set forth in Schedule A hereto;

(ii) 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 the Grantor accruing thereunder or pertaining thereto;

(iii) 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

(iv) 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 foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Obligations of the 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. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark 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 Trademark Security Agreement by telecopier (or other electronic transmission) shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Trademark 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 Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Governing Law. This Trademark 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 TRADEMARK 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 TRADEMARK 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 Trademark Security Agreement and the Security Agreement (on the other hand), the terms and provisions of the Intercreditor Agreement shall govern and control.

[Remainder of page left blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark 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:   
Name: Daniel T. Dolson  
Title: Vice President

**CANTOR FITZGERALD SECURITIES,**  
as Collateral Agent

By: *John A. Bessinger*

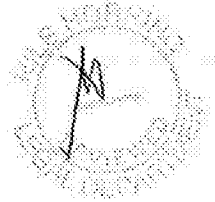
Name:

Title: LEAD FIXED INCOME

By: *N/A*

Name:

Title:





Schedule A to Trademark Security Agreement:**TRADEMARK COLLATERAL**Registrations

<b>Owner</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Dayton Superior Corporation	ACCUBRACE	3371777	01/22/2008
Dayton Superior Corporation	ALL-PATCH	1695347	06/16/1992
Dayton Superior Corporation	AMERICAN HIGHWAY TECHNOLOGY	2536888	02/05/2002
Dayton Superior Corporation	AQUAFILM	2927934	02/22/2005
Dayton Superior Corporation	AZTEC	2026640	12/31/1996
Dayton Superior Corporation	AZTEC	2026641	12/31/1996
Dayton Superior Corporation	BAR LOCK	2477213	08/14/2001
Dayton Superior Corporation	CONPATCH V/O	3561926	01/13/2009
Dayton Superior Corporation	CONSPEC	1872124	01/10/1995
Dayton Superior Corporation	CONSPEC 100	1687147	05/12/1992
Dayton Superior Corporation	CONSPEC ENDURO 50	1747797	01/19/1993
Dayton Superior Corporation	COREWALL	2254802	06/22/1999
Dayton Superior Corporation	DAYTON ACCESS	3645214	06/23/2009
Dayton Superior Corporation	DAYTON SUPERIOR	4043722	10/25/2011
Dayton Superior Corporation	DAYTON/RICHMOND	2619423	09/17/2002
Dayton Superior Corporation	DBDI	4528413	05/13/2014
Dayton Superior Corporation	Design Only	3717385	12/01/2009
Dayton Superior Corporation	EARTH FRIENDLY	3681671	09/08/2009
Dayton Superior Corporation	EARTH FRIENDLY	3717386	12/01/2009
Dayton Superior Corporation	EDOCO	2658475	12/10/2002
Dayton Superior Corporation	E-Z CHAIR	1511787	11/08/1988

Owner	Trademark	Registration Number	Registration Date
Dayton Superior Corporation	FLEX-FORM	1481622	03/22/1988
Dayton Superior Corporation	GR	2662602	12/17/2002
Dayton Superior Corporation	GREEN BEAN CLEAN	3655250	07/14/2009
Dayton Superior Corporation	GYRO TILT PLUS	2301428	12/21/1999
Dayton Superior Corporation	HEXAGON LOGO	3902152	01/04/2011
Dayton Superior Corporation	JAHN	0846110	03/19/1968
Dayton Superior Corporation	LEVELAYER	1397671	06/17/1986
Dayton Superior Corporation	MAGIC KOTE	0728771	03/20/1962
Dayton Superior Corporation	MAX-A-FORM	1912991	08/22/1995
Dayton Superior Corporation	PRISON-LOC	2308754	01/18/2000
Dayton Superior Corporation	Q-2	3108060	06/20/2006
Dayton Superior Corporation	S	0745290	02/19/1963
Dayton Superior Corporation	S	0760829	11/26/1963
Dayton Superior Corporation	S	1280346	06/05/1984
Dayton Superior Corporation	SL	3129235	08/15/2006
Dayton Superior Corporation	SLEEVE-LOCK	3932738	03/15/2011
Dayton Superior Corporation	SNAPPLUGS	0899048	09/22/1970
Dayton Superior Corporation	SPECIAL PATCH	2956123	05/24/2005
Dayton Superior Corporation	STEEL-PLY	1100771	08/29/1978
Dayton Superior Corporation	SUPROTEK	1955413	02/06/1996
Dayton Superior Corporation	SUPROTEK	2963833	06/28/2005
Dayton Superior Corporation	SURE-GRIP	0798721	11/16/1965
Dayton Superior Corporation	SURE-GRIP	1768658	05/04/1993
Dayton Superior Corporation	SURE-GUARD	3499520	09/09/2008

Schedule A-2

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**TRADEMARK**  
**REEL: 006810 FRAME: 0127**

<b>Owner</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Dayton Superior Corporation	SYMONS	1254958	10/25/1983
Dayton Superior Corporation	SYM-PLY	4311939	04/02/2013
Dayton Superior Corporation	TAPER-LOCK	3674630	08/25/2009
Dayton Superior Corporation	TAPERLOCK & DESIGN	3677957	09/01/2009
Dayton Superior Corporation	TILT-WERKS	5691125	03/05/2019
Dayton Superior Corporation	TURBO GROUT	3577291	02/17/2009
Dayton Superior Corporation	UNITEX	2886090	09/21/2004
Dayton Superior Corporation	UTILITY ANCHOR	2684897	02/04/2003

**Applications**

None.