

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dayton Superior Corporation		01/30/2004	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	335 Madison Avenue, 12th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Serial Number:	78136567	AHT MASTER
Serial Number:	78136557	AHT PRIME
Serial Number:	78136564	AHT SKILL
Serial Number:	78136571	AHT XTREME
Registration Number:	1500540	BOND TECH
Registration Number:	2173972	DUTYLIGHT
Registration Number:	2619423	DAYTON/RICHMOND
Registration Number:	2658475	EDOCO
Registration Number:	1517188	ESCO
Registration Number:	2662602	GR
Serial Number:	76361415	HOLZIN
Serial Number:	76361409	SNAPIN
Serial Number:	76260739	SPECLINK
Serial Number:	76361412	STAR
Serial Number:	76361411	STAR SCRUIN

CH \$965.00 78136567

Serial Number:	76361499	STAR SNAPIN
Serial Number:	76361496	STAR STAZIN
Serial Number:	76361413	STAR TAPIN
Serial Number:	76361410	STAZIN
Registration Number:	2684897	UTILITY ANCHOR
Registration Number:	2536888	AMERICAN HIGHWAY TECHNOLOGY
Registration Number:	2301428	GYRO TILT PLUS
Registration Number:	1287643	DAYTON SUPERIOR
Registration Number:	2158144	DAYTON SUPERIOR
Registration Number:	1768658	SURE-GRIP
Registration Number:	1452916	A
Registration Number:	1453913	C
Registration Number:	1397671	LEVELAYER
Registration Number:	1177246	DAY-CHEM
Registration Number:	1009108	SWIFT LIFT
Registration Number:	0846110	JAHN
Registration Number:	0784682	RAPI-TIES
Registration Number:	0982189	CRETE CURE
Registration Number:	0798721	SURE-GRIP
Registration Number:	0751913	JAHN
Registration Number:	751853	TYWEDGE
Registration Number:	1538915	GYRO LIFT
Registration Number:	0759042	RICHMOND SCREW ANCHOR CO.,INC. INSIST ON RICHMOND... AND BE SURE! TIME AND LABOR SAVING CONSTRUCTION DEVICES FOR CONCRETE CONSTRUCTION

CORRESPONDENCE DATA

Fax Number: (212)878-8375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2128788300
Email: trademark.group@cliffordchance.com
Correspondent Name: Melissa Scanzillo
Address Line 1: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166-0153

ATTORNEY DOCKET NUMBER:	100390-95
NAME OF SUBMITTER:	Melissa Scanzillo

Total Attachments: 16

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of January 30, 2004 (this "Trademark Security Agreement"), by and among by and among DAYTON SUPERIOR CORPORATION, a Ohio corporation ("Borrower"), AZTEC CONCRETE ACCESSORIES, INC., a California corporation, DAYTON SUPERIOR SPECIALTY CHEMICAL CORP. a Kansas corporation, DUR-O-WAL, INC. a Delaware corporation and SYMONS CORPORATION a Delaware corporation (together with Borrower, each referred to herein individually as a "Grantor" and collectively as "Grantors"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, for itself and in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS:

- (A) Grantors have entered into a Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement") by and among the Borrower, the other persons named therein as Credit Parties, Lenders and General Electric Capital Corporation as Agent, pursuant to which, among other things, Lenders have agreed to make certain revolving and term credit facilities available to Borrower upon the terms and subject to the conditions specified in the Credit Agreement;
- (B) Borrower wishes to borrow certain Loans and cause certain Letters of Credit to be issued (as such terms are defined in the Credit Agreement);
- (C) Lenders are willing to make the Loans to be made by Lenders as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and for the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") by and between Grantors and Agent; and
- (D) Pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and for the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

To secure the prompt and complete payment, performance and observance of all of the Obligations and all renewals, extensions, restructurings and refinancings thereof, and all obligations, liabilities and indebtedness of each Grantor arising under the Credit Agreement and the other Loan Documents (all such Obligations and other secured obligations, the "Secured Obligations") each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest and Lien in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its (i) Trademarks and (ii) Trademark Licenses to which any Grantor is a party including those referred to on Schedule I hereto but in no event any intent to use applications relating to Trademarks (if and to the extent that the creation of a Lien on licensed rights is not prohibited by the agreement granting such license, provided that if any such prohibition is contained in any such agreement, the relevant Grantor shall use all reasonable efforts to amend such agreement to remove such prohibition);
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by, right in and judgment in favor of such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

provided, however, in no event shall Trademark Collateral include (A) any lease, license, contract, property rights or agreement to which the Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, however, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above; or (B) any asset subject to a Permitted Encumbrance.

3. SECURITY AGREEMENT

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and

granted hereby are more fully set forth in the Security Agreement and the other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

TERMINATION OF THIS TRADEMARK SECURITY AGREEMENT

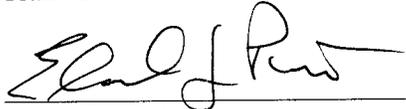
4. This Trademark Security Agreement shall terminate upon the Termination Date.

5. **GOVERNING LAW**

THIS TRADEMARK SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES WHICH SHALL BE DEEMED NOT TO INCLUDE SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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

DAYTON SUPERIOR CORPORATION,
as a Grantor

By: 
Edward J. Puisis
Vice President and Chief Financial Officer

AZTEC CONCRETE ACCESSORIES, INC.,
as a Grantor

By: 
Edward J. Puisis
Vice President and Chief Financial Officer

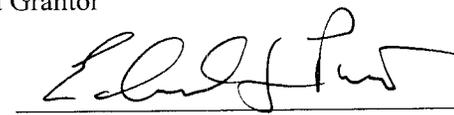
**DAYTON SUPERIOR SPECIALTY
CHEMICAL CORP.,**
as a Grantor

By: 
Edward J. Puisis
Vice President and Chief Financial Officer

DUR-O-WAL, INC.,
as a Grantor

By: 
Edward J. Puisis
Vice President and Chief Financial Officer

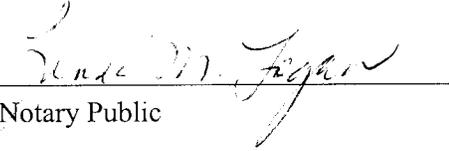
SYMONS CORPORATION,
as a Grantor

By: 
Edward J. Puisis
Vice President and Chief Financial Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO)
) ss.
COUNTY OF MONTGOMERY)

On this 30th day of January, 2004 before me personally appeared Edward J. Puisis, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dayton Superior Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



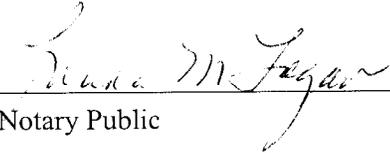
Notary Public



ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO)
) ss.
COUNTY OF MONTGOMERY)

On this 30th day of January, 2004 before me personally appeared Edward J. Puisis, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Aztec Concrete Accessories, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



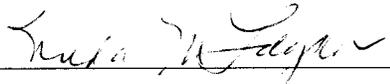
Notary Public



ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO)
) ss.
COUNTY OF MONTGOMERY)

On this 30th day of January 2004 before me personally appeared Edward J. Puisis, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dayton Superior Specialty Chemical Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

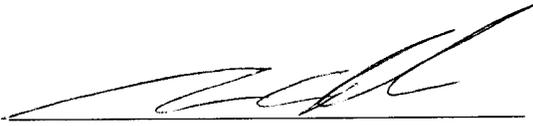


Notary Public



ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: *NVALE C. ROSEN*
Title: Its Duly Authorized Signatory

**SCHEDULE I
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

AZTEC CONCRETE ACCESSORIES, INC.

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration No. and Date</u>
Aztec Concrete Accessories, Inc.	Aztec	2026640 12/31/96
Aztec Concrete Accessories, Inc.	Aztec (stylized)	2026641 12/31/96
Aztec Concrete Accessories, Inc.	Castle Chair Rebar Supports (and Design)	2136857 2/17/98
Aztec Concrete Accessories, Inc.	E-Z Chair	1511787 11/8/98
Aztec Concrete Accessories, Inc.	Speed Step	Filed (Application No. 75/921825) 02/05/00

DAYTON SUPERIOR CORPORATION

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration No. and Date</u>
Dayton Superior Corporation	AHT MASTER	Filed (Application No. 78/136567) on 06/18/02
Dayton Superior Corporation	AHT PRIME	Filed (Application No. 78/136557) on 06/18/02
Dayton Superior Corporation	AHT SKILL	Filed (Application No. 78/136564) on 06/18/02
Dayton Superior Corporation	AHT XTREME	Filed (Application No. 78/136571) on 06/18/02
Dayton Superior Corporation	BOND TECH	1500540 08/16/88
Dayton Superior Corporation	DUTYLIGHT	2173972 07/14/98
Dayton Superior Corporation	DAYTON /RICHMOND	2619423 09/17/02
Dayton Superior Corporation	EDOCO	2658475 12/10/02
Dayton Superior Corporation	ESCO	1517188 12/20/88
Dayton Superior Corporation	GR	2662602 12/17/02
Dayton Superior Corporation	HOLZIN	Filed (Application No. 76/361415) on 1/22/02

Dayton Superior Corporation	SNAPIN	Filed (Application No. 76/361409) on 1/22/02
Dayton Superior Corporation	SPECLINK	Filed (Application No. 76/260739) on 5/22/01
Dayton Superior Corporation	SPLICE-RITE	Filed (Application No. 75/9218225) on 2/5/00
Dayton Superior Corporation	STAR	Filed (Application No. 76/361412) on 1/22/02
Dayton Superior Corporation	STAR SCRUIIN	Filed (Application No. 76/361411) on 1/22/02
Dayton Superior Corporation	STAR SNAPIN	Filed (Application No. 76/361499) on 1/22/02
Dayton Superior Corporation	STAR STAZIN	Filed (Application No. 76/361496) on 1/22/02
Dayton Superior Corporation	STAR TAPIN	Filed (Application No. 76/361413) on 1/22/02
Dayton Superior Corporation	STAZIN	Filed (Application No. 76/361410) on 1/22/02
Dayton Superior Corporation	UTILITY ANCHOR	2684897 2/4/03
Dayton Superior Corporation	AMERICAN HIGHWAY TECHNOLOGY	2536888 02/15/02
Dayton Superior Corporation	GYRO TILT PLUS	2301428 12/21/99 Published
Dayton Superior Corporation	DAYTON SUPERIOR (and Design)	1287643 7/31/84
Dayton Superior Corporation	DAYTON SUPERIOR (and Design)	2158144 5/19/98
Dayton Superior Corporation	SURE-GRIP	1768658 5/4/93
Dayton Superior Corporation	A	1452916 8/18/87
Dayton Superior Corporation	C	1453913 8/25/87
Dayton Superior Corporation	LEVELAYER	1397671 6/17/86
Dayton Superior Corporation	DAY-CHEM	1177246 11/10/81
Dayton Superior Corporation	SWIFT LIFT	1009108 4/22/75
Dayton Superior Corporation	JAHN (and Design)	0846110 3/19/68
Dayton Superior Corporation	RAPI-TIES	0784682 2/09/65
Dayton Superior Corporation	CRETE CURE	0982189 4/16/74
Dayton Superior Corporation	SURE-GRIP	0798721 11/16/65

Dayton Superior Corporation	JAHN	0751913 7/02/63
Dayton Superior Corporation	TYWEDGE	751853 07/25/03
Dayton Superior Corporation	GYRO LIFT	1538915 5/16/89
Dayton Superior Corporation	RICHMOND SCREW ANCHOR CO., INSIST ON RICHMOND ... AND BE SURE! TIME AND LABOR SAVING CONSTRUCTION DEVICES AND CONCRETE CONSTRUCTION (and Design)	0759042 10/29/63

DAYTON SUPERIOR SPECIALTY CHEMICAL CORPORATION

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration No. and Date</u>
Dayton Superior Specialty Chemical Corp.	ALL-PATCH	1695347 06/16/92
Dayton Superior Specialty Chemical Corp.	CONPLATE	1695161 06/16/92
Dayton Superior Specialty Chemical Corp.	CONSHAKE	1749695 02/02/93
Dayton Superior Specialty Chemical Corp.	CONSPEC	1872124 01/10/95
Dayton Superior Specialty Chemical Corp..	CONSPEC 100	1687147 05/12/92
Dayton Superior Specialty Chemical Corp.	CONSPEC ENDURO 50	1747797 01/19/93
Dayton Superior Specialty Chemical Corp.	CONSPECIFIER	2770741 10/07/03
Dayton Superior Specialty Chemical Corp.	SNAPPLUGS	899048 9/22/70
Dayton Superior Specialty Chemical Corp.	MISC. DESIGN (Design only)	1934555 11/14/95

DUR-O-WAL, INC.

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration No. and Date</u>
Dur-O-Wal, Inc.	ANCHOR-LOC (stylized)	2301777 12/21/99
Dur-O-Wal, Inc.	BRACE-RITE	Filed (Application No. 75/9043 1/27/00
Dur-O-Wal, Inc.	GEL-LOC	2305674 01/04/00
Dur-O-Wal, Inc.	INJECTION-LOC	2287656 10/19/99
Dur-O-Wal, Inc.	JAIL-BOND (stylized)	2176403 07/28/98
Dur-O-Wal, Inc.	JOINT-LOC (stylized)	2308755 01/18/00
Dur-O-Wal, Inc.	KOPRFAB (stylized)	2371329 07/25/00
Dur-O-Wal, Inc.	KOPRKFT (stylized)	2371330 07/25/00
Dur-O-Wal, Inc.	MORTARSTOP	2375421 08/08/00
Dur-O-Wal, Inc.	PICK-PROOF (stylized)	2282307 09/28/99
Dur-O-Wal, Inc.	POLYTITE	1871332 01/03/95
Dur-O-Wal, Inc.	PRISON-LOC (stylized)	2308754 01/18/00
Dur-O-Wal, Inc.	PRISON-PRUF (stylized)	2172681 07/14/98
Dur-O-Wal, Inc.	PRISONLOK (stylized)	2171161 07/07/98
Dur-O-Wal, Inc.	SURE-STRESS	2388601 09/19/00
Dur-O-Wal, Inc.	DUR-O-WEB	1239157 05/24/83
Dur-O-Wal, Inc.	DUR-O-EYE	1082553 01/17/78
Dur-O-Wal, Inc.	LADUR-EYE	1082552 01/17/78
Dur-O-Wal, Inc.	DUR-O-WAL (stylized)	0574351 05/12/53
Dur-O-Wal, Inc.	LADUR TYPE	0696623 04/26/60
Dur-O-Wal, Inc.	SOUTHERN CONSTRUCTION PRODUCTS, INC. (stylized)	1450350 8/4/87
Dur-O-Wal, Inc.	HYDROSTOP (stylized)	2132270 01/27/98

Dur-O-Wal, Inc.	TIMBERTITE (stylized)	2132271 01/27/98
Dur-O-Wal, Inc.	BRACE-RITE	2735088 07/08/03

SYMONS CORPORATION

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration No. and Date</u>
Symons Corporation	DESIGNFAST	2686409 2/11/03
Symons Corporation	(DESIGN)	0415760 8/14/45
Symons Corporation	FORMCAD	Filed (Application No. 78/198116) on 12/27/02
Symons Corporation	MAX-A-FORM	1912991 8/22/95
Symons Corporation	QUAD CURE	1954371 2/06/96
Symons Corporation	FLEX-FORM	1481622 3/22/88
Symons Corporation	SYMONS DURA-TEX	1401206 7/15/86
Symons Corporation	FRP MULTI KOTE	1290610 8/21/84
Symons Corporation	S (and Design)	1280346 6/05/84
Symons Corporation	ELASTO-TEX	1273527 4/10/84
Symons Corporation	THRIFT KOTE	1277614 5/15/84
Symons Corporation	RESI-CHEM	1246732 8/02/83
Symons Corporation	SYMONS	1254958 10/25/83
Symons Corporation	MAX-A-PLY	1157317 6/09/81
Symons Corporation	STEEL-PLY	1100771 8/29/78
Symons Corporation	SPRINGFORM	1038505 4/27/76
Symons Corporation	MAGIC KOTE	0728771 3/20/62
Symons Corporation	VERSIFORM	0981820 4/09/74
Symons Corporation	FORM-FIX (stylized)	0826701 4/04/67

Symons Corporation	S (and Design)	0745290 2/19/63
Symons Corporation	S (and Design)	0760829 11/26/63
Symons Corporation	MAGIC KOTE (stylized)	728,771 3/20/62

Sched 1-6

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