

12-29-2003

Form PTO-1594
1-31-92REC
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Dur-O-Wal, Inc.

☐ Individuals☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation - Delaware☐ OtherAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Interest☐ Change of Name☐ OtherExecution Date: June 9, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/904390Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Helen Bruno, Senior Legal AssistantInternal Address: White & Case LLPStreet Address: 1155 Avenue of the AmericasCity: New York State: New York ZIP: 10036

2. Name and address of receiving party(ies):

Name: Deutsche Bank Trust Company Americas

Internal Address:

Street Address: 60 Wall StreetCity: New York State: New York Zip Code: 10005☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership -☐ Corporation☒ Other Collateral AgentIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

Trademark Registration No.(s)

2301777 2176403 2375421 2172681

2305674 2308755 2282307 2171161

2132270 2371329 1871332

2287656 2371330 2308754

6. Total number of applications and registrations involved

15

7. Total fee (37 CFR 3.41): \$ 390.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

23-1705 (in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Helen Bruno

Name of Person Signing

Signature

December 19, 2003

Date

Total number of pages comprising cover sheet:

5

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

12/24/2003 DBYRME 00000090 75904390

01 FC:8521

02 FC:8522

40.00 DP
350.00 DPTRADEMARK
REEL: 002885 FRAME: 0833

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, DUR-O-WAL, INC., a Delaware Corporation (the "Grantor") with principal offices at 7777 Washington Village Drive, Suite 130, Dayton, OH, 45459, hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10005 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 16, 2000 and amended and restated as of June 9, 2003 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

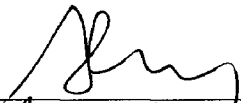
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

9th day of June, 2003.

DUR-O-WAL, INC., Grantor

By 
Name: ALAN F. MCILROY
Title: VP + CEO

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent and Grantee

By _____
Name:
Title:

Dayton Superior Grant of IP Assignment

TRADEMARK
REEL: 002885 FRAME: 0835

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

9th day of June, 2003.

DUR-O-WAL, INC., Grantor

By _____

Name:

Title:

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent and Grantee

By *Diane F. Rolfe*

Name:

Diane F. Rolfe

Title:

Vice President

Dayton Superior Grant of IP Assignment

TRADEMARK
REEL: 002885 FRAME: 0836

SCHEDULE A

| Trademark | Country | Status | Application No. and Date | Registration No. and Date |
|------------------|----------------|---------------|-------------------------------------|--------------------------------------|
| ANCHOR-LOC | US | registered | 75/524650 7/23/98 | 2301777 12/21/99 |
| BRACE-RITE | US | filed | 75/904390 1/27/00 | |
| GEL-LOC | US | registered | 75/524648 7/23/98 | 2305674 1/4/00 |
| HYDROSTOP | US | registered | 75/215716 12/19/96 | 2132270 1/27/98 |
| INJECTION-LOC | US | registered | 75/524652 7/23/98 | 2287656 10/19/99 |
| JAIL-BOND | US | registered | 75/256091 3/12/97 | 2176403 7/28/98 |
| JOINT-LOC | US | registered | 75/524647 7/23/98 | 2308755 1/18/00 |
| KOPRFAB | US | registered | 75/820267 11/1/99 | 2371329 7/25/00 |
| KOPRKFT | US | registered | 75/820279 11/1/99 | 2371330 7/25/00 |
| MORTARSTOP | US | registered | 75/820290 11/1/99 | 2375421 8/8/00 |
| PICK-PROOF | US | registered | 75/524651 7/23/98 | 2282307 9/28/99 |
| POLYTITE | US | registered | 74/492193 2/18/94 | 1871332 1/3/95 |
| PRISONLOC | US | registered | 75/524646 7/23/98 | 2308754 1/18/00 |
| PRISON-PRUF | US | registered | 75/285979 5/5/97 | 2172681 7/14/98 |
| PRISON-LOK | US | registered | 75/285980 5/5/97 | 2171161 7/7/98 |