

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Security Interest Pursuant to the Term Loan Credit Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dayton Superior Corporation		03/03/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	600 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3499520	SURE-GUARD
Registration Number:	3561927	IRONSHINE HG
Registration Number:	3577291	TURBO GROUT HP
Registration Number:	3561926	CONPATCH V/O
Registration Number:	3577459	BIO-RELEASE EF
Registration Number:	2254802	COREWALL
Serial Number:	77448111	EARTH FRIENDLY
Serial Number:	77448112	
Serial Number:	77448113	EARTH FRIENDLY
Serial Number:	77653396	DAYTON ACCESS

CORRESPONDENCE DATA

Fax Number: (404)572-5134

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-572-4691

TRADEMARK

REEL: 003947 FRAME: 0440

900128701

CH \$265.00 3499520

Email: jhannon@kslaw.com
Correspondent Name: James M. Hannon
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09631.009042
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NAME OF SUBMITTER:	James M. Hannon
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Signature:	/James M. Hannon/
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Date:	03/06/2009
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Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 3, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Term Loan Credit Agreement, dated as of March 3, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto and GE Capital, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement and the security interests and lien granted pursuant hereto shall terminate upon termination of the Guaranty and Security Agreement. Upon written request of the Grantor, the Administrative Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interests in the Trademark Collateral under this Trademark Security Agreement.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

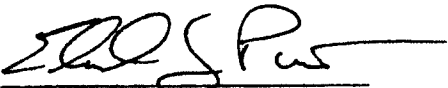
Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

DAYTON SUPERIOR CORPORATION
as Grantor

By 
Name: Edward J. Puisis
Title: Executive VP & CFO

[SIGNATURE PAGE TO TERM LOAN CREDIT AGREEMENT TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF Ohio

COUNTY OF Montgomery

ss.

On this 22 day of February, 2008 before me personally appeared Edward J. Quinn proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Quinn Chapter 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.

Linda M. Logan
Notary Public


LINDA M. LOGAN, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 20, 2010



[ACKNOWLEDGEMENT OF GRANTOR FOR THE TERM LOAN CREDIT AGREEMENT TRADEMARK
SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By 
Name: Stuart D. Aronson
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TERM LOAN CREDIT AGREEMENT TRADEMARK SECURITY AGREEMENT]

**SUPPLEMENT I TO SCHEDULE I
TO THE
TRADEMARK SECURITY AGREEMENT**

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Serial No.</u>
SURE GUARD	3,499,520	77/012,699
IRONSHINE HG	3,561,927	77/233,330
TURBO GROUT HP	3,577,291	77/277,619
CONPATCH V/O	3,561,926	77/233,287
BIO-RELEASE EF	3,577,459	77/308,510
COREWALL	2,254,802	75/321,239

U.S. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Serial No.</u>
EARTH FRIENDLY		77/448,111
Globe Design		77/448,112
EARTH FRIENDLY & Design		77/448,113
DAYTON ACCESS		77/653,396