

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/28/2010

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UBP ACQUISITION LLC	FORMERLY UBP Acquisition Corp,	03/28/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	DAYTON SUPERIOR HOLDINGS, LLC
Street Address:	1125 Byers Road
City:	Miamisburg
State/Country:	OHIO
Postal Code:	45342
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3371777	ACCUBRACE
Registration Number:	3368062	ACCUBRACE SHORING, LLC
Registration Number:	3375196	ACCUBRACE SHORING, LLC TOTAL BRACING SYSTEMS
Registration Number:	2963833	SUPROTEK
Registration Number:	1955413	SUPROTEK

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: susan.zablocki@kirkland.com
 Correspondent Name: Susan Zablocki
 Address Line 1: Kirkland & Ellis LLP
 Address Line 2: 601 Lexington Avenue
 Address Line 4: New York, NEW YORK 10022

CH \$140.00 3371777

ATTORNEY DOCKET NUMBER:	11221-1
NAME OF SUBMITTER:	Susan Zablocki
Signature:	/susan zablocki/
Date:	04/06/2011

Total Attachments: 9

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NUNC PRO TUNC INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **NUNC PRO TUNC INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“**Agreement**”) is made and entered into with effect from December 28, 2010 (“**Effective Date**”), by and between **UBP ACQUISITION LLC** (f/k/a UBP Acquisition Corp.), a Delaware limited liability company (“**Assignor**”) and **DAYTON SUPERIOR HOLDINGS, LLC**, a Delaware limited liability company (“**Assignee**”). Assignor and Assignee are collectively referred to herein as the “**Parties**” and each individually as a “**Party**.”

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of December 28, 2010, by and among Assignor and Assignee (the “**Asset Purchase Agreement**”), Assignor sold, contributed, conveyed, assigned, transferred and delivered to Assignee the Assigned Intellectual Property (as defined below). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

ARTICLE I.**ASSIGNMENT**

1.1. **Assignment of Intellectual Property Rights.** For good and valuable consideration received pursuant to the Asset Purchase Agreement, Assignor does hereby sell, assign, transfer, convey, deliver and set over to Assignee and its successors and assigns, **Nunc Pro Tunc**, effective on the Effective Date, the entire right, title and interest in, to and under the Assigned Intellectual Property. For purposes of the foregoing, “**Assigned Intellectual Property**” means the Intellectual Property transferred to Assignee pursuant to the Asset Purchase Agreement, including, without limitation, the patents and patent applications set forth on **Schedule A** attached hereto, the trademarks, trademark applications and registrations set forth on **Schedule B** attached hereto (together with the good will of the business in connection with which the said marks are used), the copyright registrations set forth on **Schedule C** attached hereto, and the domain name registrations set forth on **Schedule D** attached hereto.

ARTICLE II.**MISCELLANEOUS**

2.1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

2.2. **Entire Agreement.** This Agreement, the Asset Purchase Agreement and the documents referred to herein and therein constitute the entire agreement among the Parties and

supersede any prior understandings, agreements or representations by or among the Parties, written or oral, that may have related in any way to the subject matter hereof.

2.3. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties. No waiver by any Party of any default or breach hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.


2.4. Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

2.5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement and any amendments hereto, to the extent signed and delivered by means of digital imaging and electronic mail or a facsimile machine, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

[signature page follows]

IN WITNESS WHEREOF, with effect from the Effective Date, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 28 day of March, 2011.

UBP ACQUISITION LLC
as ASSIGNOR:

By: 
Name: David Quick
Title: Vice President and Secretary

DAYTON SUPERIOR HOLDINGS, LLC
as ASSIGNEE:


By: _____
Name: Eric R. Zimmerman
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, with effect from the Effective Date, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 28 day of March, 2011.

UBP ACQUISITION LLC
as ASSIGNOR:

By: _____
Name: David Quick
Title: Vice President and Secretary

DAYTON SUPERIOR HOLDINGS, LLC
as ASSIGNEE:

By:  _____
Name: Eric R. Zimmerman
Title: President and Chief Executive Officer

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

Title	Jurisdiction	Filing Date	App. No.	Pub. or Grant Date	Pub. or Patent No.
Cap For Anchor On Tilt-Up Concrete Slabs	US	5/3/2006	29/259074	1/8/2008	D559499
Anchor For Tilt-Up Concrete Slabs	US	5/3/2006	29/259151	1/29/2008	D560872
Flat Anchor For Tilt-Up Concrete Slabs	US	5/3/2006	29/259075	5/13/2008	D569071
Adjustable Support Brace And Mounting Shoe	US	1/3/2003	10/336449	2/15/2005	6854222
Sandwich Erection Lift Anchor With Welding Plate Assembly	US	12/19/2002	10/324293	4/25/2006	7032354
Concrete Anchor	US	2/11/2004	10/776906	6/27/2006	7065925
Passthrough Concrete Anchor	US	2/11/2004	10/776907	9/26/2006	7111432
Pass Through Concrete Anchor	US	4/21/2005	29/228297	5/9/2006	D520649
Pass Through Concrete Anchor	US	4/21/2005	29/228294	5/16/2006	D521159
W Foot Anchor	US	4/25/2006	29/246583	4/17/2007	D540657
Ring Lift Anchor	US	3/10/2006	29/255659	7/24/2007	D547524
Protective Cover For Concrete Reinforcing Bars	US	5/18/1994	08/245018	1/17/1995	5381636
Method For Manufacturing A Protective Cover For A Reinforcing Bar	US	10/13/1994	08/322160	6/4/1996	5523043
Protective Cover For Covering An End Of A Concrete Reinforcing Bar	US	2/6/1996	08/591836	10/29/1996	5568708
Protective Cover For Concrete Reinforcing Bar	US	4/9/1996	08/629549	3/24/1998	5729941
Method For Molding A Protective Cover For An Exposed End Of A Bar	US	12/5/1995	08/567166	10/20/1998	5824253

Title	Jurisdiction	Filing Date	App. No.	Pub. or Grant Date	Pub. or Patent No.
Protective Cover For Concrete Reinforcing Bar	US	9/10/1998	09/150338	8/31/1999	5943836
Reinforcing Bar Protective Cover	US	7/11/1997	08/893572	9/7/1999	5946871
Protective Cover For Concrete Reinforcing Bars	Canada	11/17/1994	2136112	11/24/1998	2136112

SCHEDULE B

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Jurisdiction	Registration Number	Registration Date
Accubrace	US	3371777	1/22/2008
Accubrace Shoring, LLC	US	3368062	1/15/2008
Accubrace Shoring, LLC Total Bracing Systems	US	3375196	1/29/2008
Suprotek	US	2963833	6/28/2005
Suprotek	US	1955413	2/6/1996
Suprotek	US - State California	099435	10/7/1994
Suprotek	Canada	TMA463182	9/6/1996
Suprotek	International Register	824186	1/12/2004
Universal Building Products	US - State Wisconsin	20085900649	10/15/2008

SCHEDULE C
COPYRIGHT REGISTRATIONS

None.

SCHEDULE D

DOMAIN NAME REGISTRATIONS

Domain Name	Expires	Registrar
accubrace.net	1/19/2011	GoDaddy.com, Inc.
ubp-usa.com	6/25/2012	GoDaddy.com, Inc.