

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DAYTON SUPERIOR CORPORATION		04/23/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HOHMANN & BARNARD, INC.		
Street Address:	30 Rasons Court		
City:	Hauppauge		
State/Country:	NEW YORK		
Postal Code:	11788		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0574351	DUR-O-WAL	
Registration Number:	0696623	LADUR TYPE	
Registration Number:	1082552	LADUR-EYE	
Registration Number:	1082553	DUR-O-EYE	
Registration Number:	2735088	BRACE-RITE	
CORRESPONDENCE DATA			
Fax Number:	(314)345-7600		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	314-345-7000		
Email:	kbastunas@senniger.com		
Correspondent Name:	Senniger Powers LLP- Paul Fleischut		
Address Line 1:	100 North Broadway, 17th Floor		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	MLP 7520		

OP \$140.00 0574351

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TRADEMARK
 REEL: 004552 FRAME: 0774

NAME OF SUBMITTER:	Paul I. J. Fleischut
Signature:	/paul fleischut/
Date:	06/02/2011
Total Attachments: 3 source=01219439#page1.tif source=01219439#page2.tif source=01219439#page3.tif	

ASSIGNMENT OF REGISTERED U.S. TRADEMARKS

THIS ASSIGNMENT (the “**Assignment**”) dated April 23, 2010, is entered into by DAYTON SUPERIOR CORPORATION, a Delaware corporation (the “**Assignor**”), for the benefit of HOHMANN & BARNARD, INC., a Delaware corporation (the “**Assignee**”).

WHEREAS, Assignor has entered into that certain Asset Purchase Agreement dated March 31, 2010, as amended by that certain Amendment to Asset Purchase Agreement dated April 23, 2010, wherein Assignor agreed to transfer, assign, and convey certain assets of Assignor used in the business of developing, manufacturing, marketing and selling masonry connector, masonry reinforcement, masonry repair, masonry bracing, masonry anchor and masonry moisture control products (the “**Dur-O-Wal Business**”), including certain trademarks of Assignor, to Assignee;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor is obligated to assign to Assignee all of its right, title, and interest in and to the trademarks set forth on Schedule A attached hereto (collectively referred to as the “**Trademarks**”); and

WHEREAS, Assignor owns the entire, right, title, and interest in and to the Trademarks.

NOW THEREFORE, Assignor in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DOES HEREBY** irrevocably and unconditionally grant, sell, bargain, assign, transfer, convey and deliver to Assignee good and valid title, and all of Assignor’s right, title and interest free and clear of all liens, security interests and other encumbrances, in and to the Trademarks along with all of the goodwill associated with the Trademarks, and the right to sue and recover for infringements occurring prior to this assignment. Assignor represents and warrants that at the time of making this assignment it is the owner of all right, title, and interest in and to the Trademarks, and all the goodwill therein; that the Trademarks are currently in force; and that it has not licensed, mortgaged, or otherwise transferred any rights in the Trademarks to any person or entity other than Assignee.

TO HAVE AND TO HOLD the Trademarks, with all of the rights and appurtenances thereto belonging unto Assignee, for itself, its successors and assigns for their own use and behalf forever.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor covenants that Assignor will do, execute and deliver, or will cause to be done, executed and delivered, all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Assignee the entire right, title and interest in the Trademarks hereby sold, transferred, assigned and conveyed as Assignee may reasonably require.

This Assignment and the covenants and agreements herein contained shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor, its successors and assigns.

SIGNATURE PAGE

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has executed and delivered this Assignment as of the day and year first above written.

FOR: DAYTON SUPERIOR CORPORATION

BY: [Signature]

DATE: APRIL 23, 2010

NAME: Eric R. Zimmerman

TITLE: President & CEO

STATE OF Ohio

COUNTY OF Montgomery

On this 23rd day of April, 2010, before me, Linda M. Logan, a Notary Public in and for said state, personally appeared Eric R. Zimmerman, officer of the above-named corporation, known to me to be the person who executed the within Assignment, and who did state that said instrument was signed on behalf of said corporation, and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and said State aforesaid, the day and year first above written.

Notary Public



Linda M. Logan

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

TRADEMARK

REEL: 004552 FRAME: 0777

SCHEDULE A**TRADEMARKS**

COMPANY	MARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
Dayton Superior Corporation	DUR-O-WAL	USA	574,351	05/16/1953
Dayton Superior Corporation	LADUR TYPE	USA	696,623	05/20/1959
Dayton Superior Corporation	LADUR-EYE	USA	1,082,552	05/02/1977
Dayton Superior Corporation	DUR-O-EYE	USA	1,082,553	05/02/1977
Dayton Superior Corporation	BRACE-RITE	USA	2,735,088	07/08/2003

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