

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		06/28/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Guggenheim Corporate Funding, LLC, as Agent		
Street Address:	135 East 57th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 14			
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:	4101544	ARCHI-FOAM	
Registration Number:	3918157	BUILDING STRENGTH	
Registration Number:	3818797	DP	
Registration Number:	1517188	ESCO	
Registration Number:	3902152		
Registration Number:	3932738	SLEEVE-LOCK	
Registration Number:	2963833	SUPROTEK	
Registration Number:	1955413	SUPROTEK	
Registration Number:	4043722	DAYTON SUPERIOR	
Registration Number:	2886090	UNITEX	
Serial Number:	85587994	SYM-PLY	

CORRESPONDENCE DATA

Fax Number: 2149813400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	19932-11740
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NAME OF SUBMITTER:	Dusan Clark
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Signature:	/Dusan Clark/
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Date:	06/29/2012
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Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of June 28, 2012, is entered into between **DAYTON SUPERIOR CORPORATION**, and **GUGGENHEIM CORPORATE FUNDING, LLC**, as agent for the Secured Parties (in such capacity, together with any successor agent, the “**Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Amended and Restated Term Loan Credit and Guaranty Agreement, dated as of June 28, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), among **DAYTON SUPERIOR CORPORATION**, a Delaware corporation (the “**Borrower**”), the financial institutions party to the Loan Agreement from time to time as lenders (collectively, “**Lenders**”), and Agent, the Lenders have agreed to extend a credit facility to Borrower;

WHEREAS, pursuant to the terms of that certain Amended and Restated Pledge and Security Agreement, dated as of June 28, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Borrower, the other Grantors listed on the signature pages thereof (the Borrower and the Persons so listed being, collectively, the “**Grantors**”), and the Agent, each Grantor granted to the Agent a security interest and continuing lien on all of such Grantor’s right, title and interest in, to and under all Collateral (as defined in the Security Agreement), including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located, to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

Each Grantor hereby grants to the Agent a security interest and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”):

(i) all United States, State and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, but not limited to, the registrations and

applications referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time),

(ii) the goodwill of the business symbolized thereby,

(iii) all rights corresponding thereto throughout the world,

(iv) all rights to sue for past, present and future infringement or dilution thereof or for any injury to goodwill,

(v) all licenses, claims, damages, and proceeds of suit arising therefrom, and

(vi) all payments and rights to payments arising out of the sale, lease, license assignment or other disposition thereof;

provided that the security interest granted under Section 2 hereof shall not attach to, and the term "Trademark Collateral" shall not include any applications for trademark filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), only to the extent that the grant of a security interest therein would result in the abandonment, invalidation or unenforceability of the trademarks matured from such application or rights hereunder and only until evidence of the use of such trademarks in commerce, as defined in 15 U.S.C. Section 1127, is submitted to, and accepted by, the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d), following which filing all such applications shall automatically become Trademark Collateral.

Section 3. Security for Obligations

Section 3.1 of the Security Agreement is hereby incorporated herein and made a part hereof.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are supplemental of, and more fully set forth in, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Termination

Upon the payment in full of the Secured Obligations and termination of this Agreement, the Agent shall execute, acknowledge, and deliver to the Grantors proper documents and instruments acknowledging the release of the lien and security interest in the Trademark Collateral under this Agreement.

Section 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).

Section 7. Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such Agreement.

[SIGNATURE PAGE FOLLOWS]

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

DAYTON SUPERIOR CORPORATION,
as Grantor

By: 

Name: Lutz Richter

Title: Vice President and Chief Financial Officer

Signature Page to Dayton Superior
Trademark Security Agreement

TRADEMARK
REEL: 004811 FRAME: 0254

GUGGENHEIM CORPORATE FUNDING, LLC,
as Agent

By: 
Name: William Hagner
Title: Senior Managing Director

Signature Page to Dayton Superior
Trademark Security Agreement

TRADEMARK
REEL: 004811 FRAME: 0255

**SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT**

A. REGISTERED TRADEMARKS

<u>Record Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>
Dayton Superior Corporation	ACCUBRACE	3371777	U.S.
Dayton Superior Corporation	ACCUBRACE SHORING, LLC	3368062	U.S.
Dayton Superior Corporation	ACCUBRACE SHORING, LLC TOTAL BRACING SYSTEMS and Design	3375196	U.S.
Dayton Superior Corporation	ARCHI-FOAM	4101544	U.S.
Dayton Superior Corporation	BUILDING STRENGTH	3918157	U.S.
Dayton Superior Corporation	DP	3818797	U.S.
Dayton Superior Corporation	ESCO	1517188	U.S.
Dayton Superior Corporation	Design Only (HEXAGON LOGO)	3902152	U.S.
Dayton Superior Corporation	SLEEVE-LOCK	3932738	U.S.
Dayton Superior Corporation	SUPROTEK	2963833	U.S.
Dayton Superior Corporation	SUPROTEK	1955413	U.S.
Dayton Superior Corporation	UNITEX	4043722	U.S.

B. TRADEMARK APPLICATIONS

<u>Record Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>
Dayton Superior Corporation	SYM-PLY	85/587994	U.S.

Schedule I to Trademark Security Agreement