

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM303314

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dayton Superior Corporation		05/01/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bankf of America, N.A.		
Street Address:	135 South LaSalle Street		
Internal Address:	4th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86019772	DBDI	
Registration Number:	2886090	UNITEX	
Registration Number:	3108060	Q-2	
Registration Number:	3717385		
Registration Number:	3717386	EARTH FRIENDLY	
Registration Number:	4311939	SYM-PLY	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2127353000		
Email:	jselle@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	401180/67		
NAME OF SUBMITTER:	Aliya Sanders		
SIGNATURE:	/Aliya Sanders/		
DATE SIGNED:	05/01/2014		

CH \$165.00 86019772

Total Attachments: 6

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This **SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of May 1, 2014, is entered into between **DAYTON SUPERIOR CORPORATION** and **BANK OF AMERICA, N.A.**, as agent for the Secured Parties (in such capacity, together with any successor agent, the “**Agent**”).

WITNESSETH:

WHEREAS, **DAYTON SUPERIOR CORPORATION**, a Delaware corporation (the “**Borrower**”), the financial institutions party thereto as lenders, the other Obligors party thereto and the Agent entered into a Loan and Guaranty Agreement, dated as of October 26, 2009 (as amended, restated or otherwise modified prior to the date hereof, the “**Existing Credit Agreement**”);

WHEREAS, the Borrower, the other Grantors party thereto and the Agent are parties to that certain Pledge and Security Agreement, dated as of October 26, 2009 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”) pursuant to which 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, 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;

WHEREAS, the Existing Credit Agreement was amended and restated in that certain Amended and Restated Loan and Guaranty Agreement, dated as of June 28, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Amended and Restated Credit Agreement**”) by the financial institutions party thereto as lenders, the other Obligors party thereto and the Agent;

WHEREAS, certain Grantors have entered into a new Reaffirmation Agreement and Amendment to Pledge and Security Agreement (the “**Reaffirmation Agreement**”), dated as of June 28, 2012, under which the Reaffirming Parties (as defined in the Reaffirmation Agreement) agreed, among other things, to reaffirm the Reaffirmed Agreements (as defined in the Reaffirmation Agreement) to which they are a party, the Liens granted thereunder and the other rights and obligations of each Person party thereto; and

WHEREAS, pursuant to the terms of the Security Agreement and the Amended and Restated Credit 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).

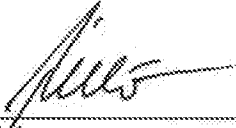
Section 7. Counterparts.

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


ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Agent

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Philip P. Norum
Title: SVP

Signature Page to Trademark Security Agreement

**SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT**

A. REGISTERED TRADEMARKS

<u>Record Owner</u>	<u>Mark</u>	<u>Registration No.</u>
Dayton Superior Corporation	UNITEX	2886090
Dayton Superior Corporation	Q-2	3108060
Dayton Superior Corporation	Globe Design	3717385
Dayton Superior Corporation	EARTH FRIENDLY & Design	3717386
Dayton Superior Corporation	SYM-PLY	4311939

B. TRADEMARK APPLICATIONS

<u>Record Owner</u>	<u>Mark</u>	<u>Serial No.</u>
Dayton Superior Corporation	DBDI	86/019,772

Schedule I to Trademark Security Agreement