

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM705755

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DAYTON SUPERIOR CORPORATION		06/10/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SJC HOLDINGS, INC.		
<b>Street Address:</b>	190 Resource Dr.		
<b>City:</b>	Fernley		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89408		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2536888	AMERICAN HIGHWAY TECHNOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3122698000		
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<b>ATTORNEY DOCKET NUMBER:</b>	031356.temp		
<b>NAME OF SUBMITTER:</b>	Andrea S. Fuelleman		
<b>SIGNATURE:</b>	/Andrea S. Fuelleman/		
<b>DATE SIGNED:</b>	02/01/2022		
<b>Total Attachments: 13</b>			
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ASSET PURCHASE AGREEMENT

by and between

SJC HOLDINGS, INC.

and

DAYTON SUPERIOR CORPORATION

Dated June 10, 2019

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## Exhibits

A Preliminary Purchase Price Allocation

## Schedules

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- 1.1(c) – Purchased Inventory
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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”) is dated June 10, 2019, by and between SJC Holdings, Inc., a Delaware corporation (“Buyer”), and Dayton Superior Corporation, a Delaware corporation (“Seller”). The parties hereto are sometimes referred to herein as the “Parties”, and each a “Party”.

### Recitals

A. Seller is engaged, among other things, in the manufacture, distribution and sale of manufactured concrete paving products (collectively, the “Business”) primarily from a facility located in Kankakee, Illinois (the “Kankakee Facility”).

B. Seller desires to sell, and Buyer desires to purchase, substantially all of Seller’s assets that are primarily used in the operation of the Business for the consideration and on the terms set forth in this Agreement.

### Agreement

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the Parties agree as follows (Section 11.1 contains definitions of certain terms used in this Agreement that are not otherwise defined in this Agreement):

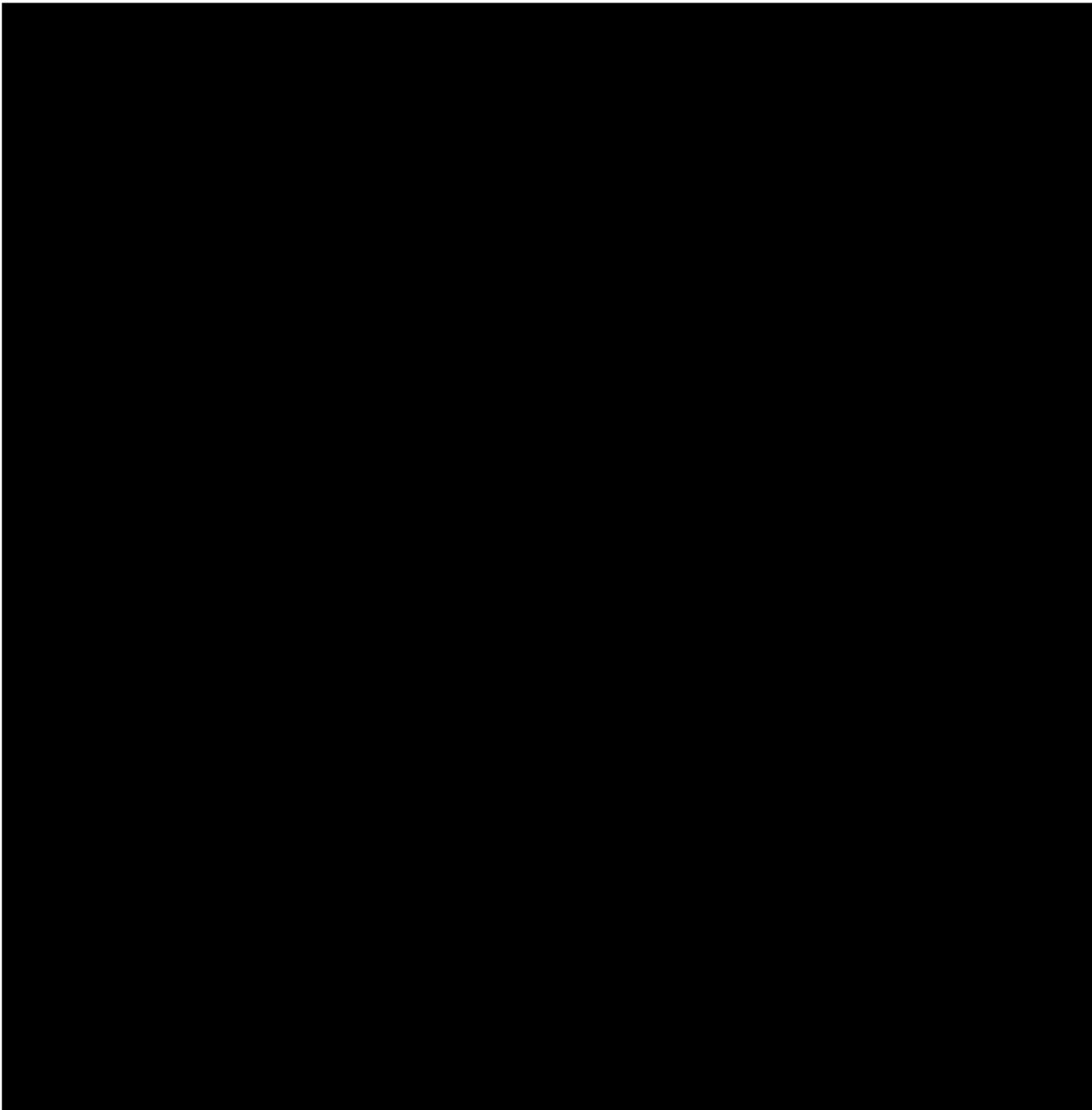
## ARTICLE 1

### SALE OF ASSETS; ASSUMPTION OF LIABILITIES; PURCHASE PRICE

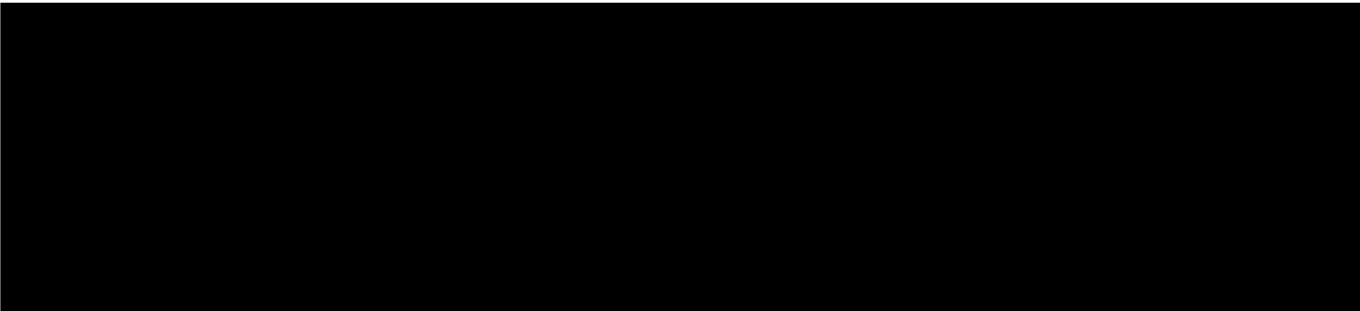
1.1 Assets To Be Sold. Upon the terms and subject to the conditions set forth in this Agreement, at and effective as of the Closing, Seller shall sell, convey, assign, transfer, and deliver to Buyer, and Buyer shall purchase and acquire from Seller, free and clear of any Encumbrances, all of Seller’s (and its Affiliates’, if any) right, title and interest in and to the following, as the same exists as of the Effective Time (collectively, and excluding the Excluded Assets, the “Assets”):

(b) the Intellectual Property Assets owned by Seller and set forth on Schedule 1.1(b) (collectively, the “Purchased Intellectual Property”);





(l) all goodwill and the going concern value of the Business.



**[REDACTED]**

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the date first written above.

Buyer: SJC Holdings, Inc.

By: Mark K. Kain  
Name: Mark Kain  
Title: Member / Manager

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the date first written above.

Seller: Dayton Superior Corporation

By: 

Name: Daniel T. Dolson

Title: VP + CFO

*[Signature Page to Asset Purchase Agreement]*

**[REDACTED]**

Schedule 1.1(b)

Purchased Intellectual Property

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

**Trademark Registration:**

Federal Trademark Registration No. 2536888, American Highway Technology

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] /.

**[REDACTED]**