

02-09-2004

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ⇒ ⇒ ⇒ ▼



2/9/04

To the Honorable Commissioner

102664831

attached original documents or copy thereof.

1. Name of conveying party(ies):

**SYMONS CORPORATION**

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- Delaware  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: January 30, 2004

2. Name and address of receiving party(ies):

Name: **The Bank of New York (Collateral Trustee)**

Internal

Address: \_\_\_\_\_

Street Address: 101 Barclay Street

City: New York State: NY Zip: 10286

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☒ Other New York Banking Corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

**SEE ATTACHED SCHEDULE**

B. Trademark Registration No.(s)

**SEE ATTACHED SCHEDULE**

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Julie L. Dalke, Esq.

Internal Address: Latham & Watkins LLP

Street Address: 650 Town Center Drive

Suite 2000

City: Costa Mesa State: CA Zip: 92626

6. Total number of applications and registrations involved:.....

21

7. Total fee (37 CFR 3.41).....\$ 565.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number

50-0524

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true and correct copy of the original document.

Julie L. Dalke

Name of Person Signing

*Julie L. Dalke*  
Signature

February 9, 2004

Date

Total number of pages including cover sheet, attachments, and document: 19

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

02/09/2004 LMUELLER 00000038 0415760

01 FC:8521  
02 FC:8522

40.00 OP  
500.00 OP

OC1657302.1

Repln. Ref: 02/09/2004 LMUELLER 001258700  
DAH: 500524 Name/Number: 0415760  
FC: 9204

TRADEMARK  
REEL: 002910 FRAME: 0119

**SCHEDULE A**  
**SYMONS CORPORATION**  
**TRADEMARK REGISTRATIONS**

<b><u>Registered Owner</u></b>	<b><u>Trademark</u></b>	<b><u>Registration No.</u> <u>Registration Date</u></b>
Symons Corporation	(DESIGN)	0415760 8/14/45
Symons Corporation	DESIGNFAST	2686409 2/11/03
Symons Corporation	ELASTOTEX	1273527 4/10/84
Symons Corporation	FLEX-FORM	1481622 3/22/88
Symons Corporation	FORM-FIX (stylized)	0826701 4/04/67
Symons Corporation	FRP MULTI KOTE	1290610 8/21/84
Symons Corporation	MAGIC KOTE	0728771 3/20/62
Symons Corporation	MAX-A-FORM	1912991 8/22/95
Symons Corporation	MAX-A-PLY	1157317 6/09/81
Symons Corporation	QUAD CURE	1954371 2/06/96
Symons Corporation	RESI-CHEM	1246732 8/02/83
Symons Corporation	S	1280346 6/05/84
Symons Corporation	S (and Design)	0745290 2/19/63
Symons Corporation	S (and Design)	0760829 11/26/63
Symons Corporation	SPRINGFORM	1038505 4/27/76
Symons Corporation	STEEL-PLY	1100771 8/29/78
Symons Corporation	SYMONS	1254958 10/25/83
Symons Corporation	SYMONS DURA-TEX	1401206 7/15/86
Symons Corporation	THRIFT KOTE	1277614 5/15/84
Symons Corporation	VERSIFORM	0981820 4/09/74

Trademark Recordation Cover Sheet Attachment

<u>Owner</u>	<u>Trademark</u>	<u>Serial No.</u> <u>Filing Date</u>
Symons Corporation	FORMCAD	Application No. 78/198116 12/27/02

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 30, 2004 (this "Trademark Security Agreement"), is by and among DAYTON SUPERIOR CORPORATION, an Ohio corporation ("Borrower"), AZTEC CONCRETE ACCESSORIES, INC., a California corporation, DAYTON SUPERIOR SPECIALTY CHEMICAL CORP., a Kansas corporation, DUR-O-WAL, INC., a Delaware corporation, SYMONS CORPORATION, a Delaware corporation (together with Borrower, each referred to herein individually as a "Grantor" and collectively as "Grantors") and THE BANK OF NEW YORK as collateral agent (the "Collateral Agent") and as trustee (the "Trustee") for the beneficial holders (the "Noteholders") under that certain Indenture, dated as of June 9, 2003, by and among Borrower, the Obligors parties thereto as Guarantors and the Trustee, governing the rights and duties of Borrower under 10¾% Senior Second Secured Notes due 2008 in the initial aggregate principal amount of \$165,000,000 (the "Indenture").

## WITNESSETH:

## WHEREAS:

- (A) In connection with the repayment of that certain Credit Agreement, dated as of June 16, 2000, among Borrower, the lenders party thereto in their capacities as lenders and Deutsche Bank Trust Company Americas as administrative agent, the Borrower has entered into that certain Credit Agreement, dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Grantors and General Electric Capital Corporation, in its capacity as Agent for itself and Lenders from time to time party to the Credit Agreement (the "Agent");
- (B) The Borrower, Agent, Trustee and Collateral Agent have entered into that certain Intercreditor Agreement (the "Intercreditor Agreement"), dated as of the date hereof, to establish the priority of their security interests in Borrower's assets; and
- (C) As a condition precedent to the effectiveness of the Credit Agreement, the Borrower, Collateral Agent and Trustee are required to execute this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

## 1. DEFINED TERMS

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Amended and Restated Security Agreement, dated as of the date hereof (the "Security Agreement"), among the Grantors, certain other grantors, the Collateral Agent and the Trustee.

## 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

To secure the prompt and complete payment, performance and observance of all of the Second Priority Lien Obligations and all renewals, extensions, restructurings and refinancings thereof, and all obligations, liabilities and indebtedness of each Grantor arising under the Indenture and the Security Documents (all such Second Priority Lien Obligations and other secured obligations, the "Secured Obligations") each Grantor, subject to the terms of the Intercreditor Agreement, hereby grants to Collateral Agent, on behalf of Trustee and Noteholders, a continuing security interest and Lien in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its (i) Trademarks and (ii) Trademark Licenses to which any Grantor is a party including those referred to on Schedule I hereto but in no event any intent to use applications relating to Trademarks (if and to the extent that the creation of a Lien on licensed rights is not prohibited by the agreement granting such license, provided that if any such prohibition is contained in any such agreement, the relevant Grantor shall use all reasonable efforts to amend such agreement to remove such prohibition);
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by, right in and judgment in favor of such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

provided, however, in no event shall Trademark Collateral include (A) any lease, license, contract, property rights or agreement to which the Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, however, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above; or (B) any asset subject to a Permitted Lien.

## 3. SECURITY AGREEMENT; INTERCREDITOR AGREEMENT

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of Trustee and Noteholders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the

Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Intercreditor Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, in each case in respect of any collateral constituting Noteholder Collateral (as defined in the Intercreditor Agreement) are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Pledge Agreement, the terms of the Intercreditor Agreement shall govern.

**4. TERMINATION OF THIS TRADEMARK SECURITY AGREEMENT**

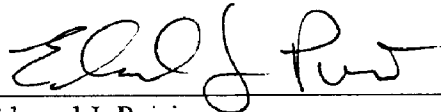
This Trademark Security Agreement shall terminate upon the payment and satisfaction in full of all Second Priority Lien Obligations.

**5. GOVERNING LAW**

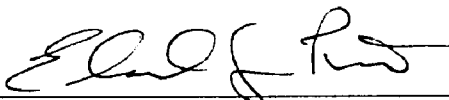
THIS TRADEMARK SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES WHICH SHALL BE DEEMED NOT TO INCLUDE SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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


**DAYTON SUPERIOR CORPORATION,**  
**as a Grantor**

By:   
Edward J. Puisis  
Vice President and Chief Financial Officer

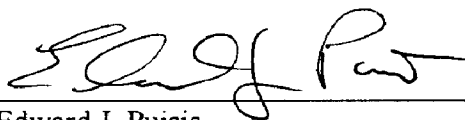
**AZTEC CONCRETE ACCESSORIES, INC.**  
**as a Grantor**

By:   
Edward J. Puisis  
Vice President and Chief Financial Officer

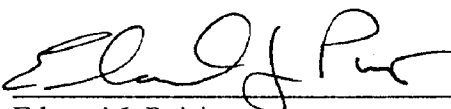
**DAYTON SUPERIOR SPECIALTY  
CHEMICAL CORP.**  
**as a Grantor**

By:   
Edward J. Puisis  
Vice President and Chief Financial Officer

**DUR-O-WAL, INC.**  
**as a Grantor**

By:   
Edward J. Puisis  
Vice President and Chief Financial Officer

**SYMONS CORPORATION**  
**as a Grantor**

By:   
Edward J. Puisis  
Vice President and Chief Financial Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO                     )  
  ) ss.  
COUNTY OF MONTGOMERY)

On this 30<sup>th</sup> day of January, 2004 before me personally appeared Edward J. Puisis proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dayton Superior Corporation, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Linda M. Logan  
Notary Public



**LINDA M. LOGAN, Notary Public**  
**In and for the State of Ohio**  
**My Commission Expires Nov. 20, 2005**



ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO                     )  
  ) ss.  
COUNTY OF MONTGOMERY)

On this 35<sup>th</sup> day of January, 2004 before me personally appeared Edward J. Purys,  
proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument  
on behalf of Aztec Concrete Accessories, Inc., who being by me duly sworn did depose and say that he/she  
is an authorized officer of said corporation, that the said instrument was signed on behalf of said  
corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be  
the free act and deed of said corporation.

Linda M. Logan  
Notary Public

LINDA M. LOGAN, Notary Public  
In and for the State of Ohio  
My Commission Expires Nov. 20, 2005



ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO                     )  
  ) ss.  
COUNTY OF MONTGOMERY)

On this 30<sup>th</sup> day of January, 2004 before me personally appeared Edward J. Puris,  
proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument  
on behalf of Dayton Superior Specialty Chemical Corp., who being by me duly sworn did depose and say  
that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of  
said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to  
be the free act and deed of said corporation.

Linda M. Logan  
Notary Public



LINDA M. LOGAN, Notary Public  
In and for the State of Ohio  
My Commission Expires Nov. 20, 2005

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO                     )  
  ) ss.  
COUNTY OF MONTGOMERY)

On this 30<sup>th</sup> day of January, 2004 before me personally appeared Edward J. Purvis,  
proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument  
on behalf of Dur-O-Wal, Inc. who being by me duly sworn did depose and say that he/she is an authorized  
officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized  
by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said  
corporation.

Linda M. Logan  
Notary Public



LINDA M. LOGAN, Notary Public  
In and for the State of Ohio  
My Commission Expires Nov. 20, 2007

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO )

) ss.

COUNTY OF MONTGOMERY)

On this 30<sup>th</sup> day of January, 2004 before me personally appeared Edward J. Puris,  
proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument  
on behalf of Symons Corporation, who being by me duly sworn did depose and say that he/she is an  
authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as  
authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and  
deed of said corporation.

Judith M. Logan  
Notary Public



JUDITH M. LOGAN, Notary Public  
In and for the State of Ohio  
My Commission Expires Nov. 20, 2007

ACCEPTED AND ACKNOWLEDGED BY:

**THE BANK OF NEW YORK,**  
as Trustee

By: Cynthia Chaney  
Name: Cynthia Chaney  
Title: Its Duly Authorized Signatory

**THE BANK OF NEW YORK,**  
as Collateral Agent

By: Cynthia Chaney  
Name: Cynthia Chaney  
Title: Its Duly Authorized Signatory

ACKNOWLEDGMENT

STATE OF NEW YORK       )  
                                      ) ss.  
COUNTY OF NEW YORK    )

On this 3<sup>rd</sup> day of January, 2004 before me personally appeared Cynthia Chaney, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Bank of New York, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

WILLIAM J. CASSELS  
Notary Public, State of New York  
No. 01CA5027729  
Qualified in Bronx County  
Commission Expires May 18, 2006

**SCHEDULE I  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

AZTEC CONCRETE ACCESSORIES, INC.

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration No. and Date</u>
Aztec Concrete Accessories, Inc.	Aztec	2026640 12/31/96
Aztec Concrete Accessories, Inc.	Aztec (stylized)	2026641 12/31/96
Aztec Concrete Accessories, Inc.	Castle Chair Rebar Supports (and Design)	2136857 2/17/98
Aztec Concrete Accessories, Inc.	E-Z Chair	1511787 11/8/98
Aztec Concrete Accessories, Inc.	Speed Step	Filed (Application No. 75/9218 02/05/00

DAYTON SUPERIOR CORPORATION

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration No. and Date</u>
Dayton Superior Corporation	AHT MASTER	Filed (Application No. 78/136567) on 06/18/02
Dayton Superior Corporation	AHT PRIME	Filed (Application No. 78/136557) on 06/18/02
Dayton Superior Corporation	AHT SKILL	Filed (Application No. 78/136564) on 06/18/02
Dayton Superior Corporation	AHT XTREME	Filed (Application No. 78/136571) on 06/18/02
Dayton Superior Corporation	BOND TECH	1500540 08/16/88
Dayton Superior Corporation	DUTYLIGHT	2173972 07/14/98
Dayton Superior Corporation	DAYTON /RICHMOND	2619423 09/17/02
Dayton Superior Corporation	EDOCO	2658475 12/10/02
Dayton Superior Corporation	ESCO	1517188 12/20/88
Dayton Superior Corporation	GR	2662602 12/17/02
Dayton Superior Corporation	HOLZIN	Filed (Application No. 76/361415) on 1/22/02
Dayton Superior Corporation	SNAPIN	Filed (Application No. 76/361409) on 1/22/02

Sched 1-1

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**TRADEMARK  
REEL: 002910 FRAME: 0133**

Dayton Superior Corporation	SPECLINK	Filed (Application No. 76/260739) on 5/22/01
Dayton Superior Corporation	SPLICE-RITE	Filed (Application No. 75/9218225) on 2/5/00
Dayton Superior Corporation	STAR SCRUIIN	Filed (Application No. 76/361411) on 1/22/02
Dayton Superior Corporation	STAR SNAPIN	Filed (Application No. 76/361499) on 1/22/02
Dayton Superior Corporation	STAR STAZIN	Filed (Application No. 76/361496) on 1/22/02
Dayton Superior Corporation	STAR TAPIN	Filed (Application No. 76/361413) on 1/22/02
Dayton Superior Corporation	STAZIN	Filed (Application No. 76/361410) on 1/22/02
Dayton Superior Corporation	TYWEDGE	751853 6/25/63
Dayton Superior Corporation	UTILITY ANCHOR	2684897 2/4/03
Dayton Superior Corporation	AMERICAN HIGHWAY TECHNOLOGY	2536888 2/5/02
Dayton Superior Corporation	GYRO LIFT	1538915 5/16/89
Dayton Superior Corporation	GYRO TILT PLUS	2301428 12/21/99 Published
Dayton Superior Corporation	DAYTON SUPERIOR (and Design)	1287643 7/31/84
Dayton Superior Corporation	DAYTON SUPERIOR (and Design)	2158144 5/19/98
Dayton Superior Corporation	SURE-GRIP	1768658 5/4/93
Dayton Superior Corporation	A	1452916 8/18/87
Dayton Superior Corporation	C	1453913 8/25/87
Dayton Superior Corporation	LEVELAYER	1397671 6/17/86
Dayton Superior Corporation	DAY-CHEM	1177246 11/10/81
Dayton Superior Corporation	SWIFT LIFT	1009108 4/22/75
Dayton Superior Corporation	JAHN (and Design)	0846110 3/19/68
Dayton Superior Corporation	RAPI-TIES	0784682 2/09/65
Dayton Superior Corporation	CRETE CURE	0982189 4/16/74
Dayton Superior Corporation	SURE-GRIP	0798721 11/16/65

Sched 1-2

NY\858852.5

TRADEMARK  
REEL: 002910 FRAME: 0134



Dayton Superior Corporation	JAHN	0751913 7/02/63
Dayton Superior Corporation	RICHMOND SCREW ANCHOR CO., INSIST ON RICHMOND...AND BE SURE! TIME AND LABOR SAVING CONSTRUCTION DEVICES AND CONCRETE CONSTRUCTION (and Design)	0759042 10/29/63

DAYTON SUPERIOR SPECIALTY CHEMICAL CORPORATION

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration No. and Date</u>
Dayton Superior Specialty Chemical Corp.	ALL-PATCH	1695347 06/16/92
Dayton Superior Specialty Chemical Corp.	CONPLATE	1695161 06/16/92
Dayton Superior Specialty Chemical Corp.	CONSHAKE	1749695 02/02/93
Dayton Superior Specialty Chemical Corp.	CONSPEC	1872124 01/10/95
Dayton Superior Specialty Chemical Corp..	CONSPEC 100	1687147 05/12/92
Dayton Superior Specialty Chemical Corp.	CONSPEC ENDURO 50	1747797 01/19/93
Dayton Superior Specialty Chemical Corp.	CONSPECIFIER	Filed (Application No. 76/272713) on 06/18/01
Dayton Superior Specialty Chemical Corp.	MISC. DESIGN (Design only)	1934555 11/14/95
Dayton Superior Specialty Chemical Corp.	SNAPPLUGS	Filed (Application No. 76/361409) on 01/22/02

DUR-O-WAL, INC.

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration No. and Date</u>
Dur-O-Wal, Inc.	ANCHOR-LOC (stylized)	2301777 12/21/99

Sched 1-3

NY858852.5

TRADEMARK  
REEL: 002910 FRAME: 0135

Dur-O-Wal, Inc.	BRACE-RITE	Filed (Application No. 75/9043 1/27/00
Dur-O-Wal, Inc.	GEL-LOC	2305674 01/04/00
Dur-O-Wal, Inc.	INJECTION-LOC	2287656 10/19/99
Dur-O-Wal, Inc.	JAIL-BOND (stylized)	2176403 07/28/98
Dur-O-Wal, Inc.	JOINT-LOC (stylized)	2308755 01/18/00
Dur-O-Wal, Inc.	KOPRFAB (stylized)	2371329 07/25/00
Dur-O-Wal, Inc.	KOPRKFT (stylized)	2371330 07/25/00
Dur-O-Wal, Inc.	MORTARSTOP	2375421 08/08/00
Dur-O-Wal, Inc.	PICK-PROOF (stylized)	2282307 09/28/99
Dur-O-Wal, Inc.	POLYTITE	1871332 01/03/95
Dur-O-Wal, Inc.	PRISON-LOC (stylized)	2308754 01/18/00
Dur-O-Wal, Inc.	PRISON-PRUF (stylized)	2172681 07/14/98
Dur-O-Wal, Inc.	PRISONLOK	2171161 07/07/98
Dur-O-Wal, Inc.	SOUTHERN CONSTRUCTION PRODUCTS, INC. (stylized)	1450350 8/4/87
Dur-O-Wal, Inc.	SURE-STRESS	2388601 09/19/00
Dur-O-Wal, Inc.	TIMBERTITE (stylized)	2132271
Dur-O-Wal, Inc.	DUR-O-WEB	1239157 05/24/83
Dur-O-Wal, Inc.	DUR-O-EYE	1082553 01/17/78
Dur-O-Wal, Inc.	LADUR-EYE	1082552 01/17/78
Dur-O-Wal, Inc.	DUR-O-WAL (stylized)	0574351 05/12/53
Dur-O-Wal, Inc.	LADUR TYPE	0696623 04/26/60
Dur-O-Wal, Inc.	BRACE-RITE	Pending, Application No. 75/904,390 filed on 01/27/00

SYMONS CORPORATION

Sched 1-4

NY\858852.5

TRADEMARK  
REEL: 002910 FRAME: 0136

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration No. and Date</u>
Symons Corporation	DESIGNFAST	2686409 2/11/03
Symons Corporation	(DESIGN)	0415760 8/14/45
Symons Corporation	FORMCAD	Filed (Application No. 78/198116) on 12/27/02
Symons Corporation	MAX-A-FORM	1912991 8/22/95
Symons Corporation	QUAD CURE	1954371 2/06/96
Symons Corporation	FLEX-FORM	1481622 3/22/88
Symons Corporation	SYMONS DURA-TEX	1401206 7/15/86
Symons Corporation	FRP MULTI KOTE	1290610 8/21/84
Symons Corporation	S	1280346 6/05/84
Symons Corporation	ELASTOTEX	1273527 4/10/84
Symons Corporation	THRIFT KOTE	1277614 5/15/84
Symons Corporation	RESI-CHEM	1246732 8/02/83
Symons Corporation	SYMONS	1254958 10/25/83
Symons Corporation	MAX-A-PLY	1157317 6/09/81
Symons Corporation	STEEL-PLY	1100771 8/29/78
Symons Corporation	SPRINGFORM	1038505 4/27/76
Symons Corporation	MAGIC KOTE	0728771 3/20/62
Symons Corporation	VERSIFORM	0981820 4/09/74
Symons Corporation	FORM-FIX (stylized)	0826701 4/04/67
Symons Corporation	S (and Design)	0745290 2/19/63
Symons Corporation	S (and Design)	0760829 11/26/63
Symons Corporation	MAGIC KOTE (stylized)	728,771 3/20/62

Sched 1-5

NY\858852.5

RECORDED: 02/09/2004

TRADEMARK  
REEL: 002910 FRAME: 0137