

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT
FORM UCC-1 ALA.

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n)		No. of Additional Sheets Presented: 7	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: Return To: CT Corporation System-UCC Division 1633 Broadway 23rd Floor New York, New York 10019 1101709-066			THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office
Pre-paid Acct. # _____ 2. Name and Address of Debtor (Last Name First if a Person) Dayton Superior Corporation 721 Richard Street Miamisburg, OH 45342 Social Security/Tax ID # _____ 2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)			Inst # 1998-02070 01/21/1998-02070 10:50 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 359.50 008 MEL
Social Security/Tax ID # _____ 3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) Bank One, N.A., as Facility Agent 40 North Main Street Dayton, OH 45423 Social Security/Tax ID # _____ 4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)			
☐ Additional debtors on attached XXXX ☐ Additional secured parties on attached XXXX			
5. The Financing Statement Covers the Following Types (or items) of Property: All Equipment, Inventory, Receivables, Related Contracts, Intellectual Property Collateral, all books, records, etc. relating to the foregoing, all other property and rights of every kind and description and all products and proceeds of and from any and all of the foregoing, all whether now owned or hereafter acquired and all as more fully described in Annex I attached hereto and made a part hereof. Capitalized terms used herein have the meanings provided in Annex I hereto.			
Check X if covered: ☒ Products of Collateral are also covered. 6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so) ☐ already subject to a security interest in another jurisdiction when it was brought into this state. ☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state. ☐ which is proceeds of the original collateral described above in which a security interest is perfected. ☐ acquired after a change of name, identity or corporate structure of debtor ☐ as to which the filing has lapsed. Dayton Superior Corporation			7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ 225,000 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____ 8. ☐ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)
Signature(s) of Debtor(s) Douglas L. Good Douglas L. GOOD Secretary			Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6) Bank One, N.A., as Facility Agent Jacque R. Peltier Jacque R. Peltier Portfolio Manager

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

ANNEX I
attached to and made part of
Uniform Commercial Code ("UCC")
Form UCC-1 Financing Statement

DEBTOR: Dayton Superior Corporation
721 Richard Street
Miamisburg, Ohio 45342

SECURED
PARTY: Bank One, N.A., as Facility Agent
40 North Main Street
Dayton, Ohio 45423

The Debtor hereby assigns and pledges to the Secured Party for its benefit and the ratable benefit of each of the Lender Parties, and hereby grants to the Secured Party for its benefit and the ratable benefit of each of the Lender Parties, a security interest in all of the following, whether now or hereafter existing or acquired by the Debtor (the "Collateral"):

(a) all equipment in all of its forms of the Debtor, wherever located, including all parts thereof and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor and all accessories related thereto (any and all of the foregoing being the "Equipment");

(b) all inventory in all of its forms of the Debtor, wherever located, including

(i) all raw materials and work in process therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof,

(ii) all goods in which the Debtor has an interest in mass or a joint or other interest or right of any kind (including goods in which the Debtor has an interest or right as consignee), and

(iii) all goods which are returned to or repossessed by the Debtor,

and all accessions thereto, products thereof and documents therefor (any and all such inventory, materials, goods, accessions, products and documents being the "Inventory");

(c) all accounts, contracts, contract rights, chattel paper, documents, instruments, and general intangibles (including tax refunds) of the Debtor, whether or not arising out of or in connection with the sale or lease of, goods or the rendering of services, and all rights of the Debtor now or hereafter existing in and to all security agreements, guaranties, leases and other contracts securing or otherwise relating to any such accounts, contracts, contract rights, chattel paper, documents, instruments, and general intangibles (any and all such accounts, contracts, contract rights, chattel paper, documents, instruments, and general intangibles being the "Receivables", and any and all such security agreements, guaranties, leases and other contracts being the "Related Contracts");

(d) all Intellectual Property Collateral of the Debtor;

(e) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing in this Annex I;

(f) all of the Debtor's other property and rights of every kind and description and interests therein; and

(g) all products, rents, issues, profits, returns, income and proceeds of and from any and all of the foregoing Collateral (including proceeds which constitute property of the types described in clauses (a), (b), (c), (d), (e) and (f), proceeds deposited from time to time in the Collateral Account and in any lock boxes of the Debtor, and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral).

Notwithstanding the foregoing, "Collateral" shall not include any general intangibles or other rights arising under contracts, instruments, licenses or other documents as to which the grant of a security interest would constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained.

The Debtor agrees to use all commercially reasonable efforts to obtain any such required consent.

As used herein the following terms shall have the following meanings:

"Collateral Account" means an account to be maintained by the Debtor with the Secured Party if requested pursuant to the terms of the Security Agreement.

"Computer Hardware and Software Collateral" means:

(a) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;

(b) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter acquired by the Grantor, designed for use on the computers and electronic data processing hardware described in clause (a) above;

(c) all firmware associated therewith;

(d) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (a) through (c); and

(e) all rights with respect to all of the foregoing, including any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

"Credit Agreement" means the Credit Agreement, dated as of September 29, 1997, among the Debtor, the various financial

institutions as are, or may from time to time become, parties thereto (each a "Lender" and, collectively, the "Lenders"), the Secured Party, as the Syndication Agent for the Lenders, Bank of America National Trust and Savings Association, as the Documentation Agent for the Lenders, Bankers Trust Company, as the Administrative Agent for the Lenders and the Facility Agent, as amended, supplemented, amended and restated and otherwise modified from time to time.

"Copyright Collateral" means all copyrights (including all copyrights for semi-conductor chip product mask works) of the Debtor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including all of the Debtor's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to in Item A of Schedule IV of the Security Agreement, and all applications for registration thereof, whether pending or in preparation, all copyright licenses, including each copyright license referred to in Item B of Schedule IV of the Security Agreement, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

"Intellectual Property Collateral" means, collectively, the Computer Hardware and Software Collateral, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral.

"Issuer" means, collectively, the Secured Party (or any affiliate, unit or agency thereof) in its individual capacity hereunder as issuer of any Letters of Credit under the Credit Agreement and such other Lender as may be designated by the Secured Party (and agreed to by the Debtor and such Lender) in its individual capacity as the issuer of any Letters of Credit.

"Lender" and "Lenders" is defined in the definition of Credit Agreement.

"Lender Party" means, as the context may require, any Lender, any Issuer or any agent (including the Secured Party) and each of their respective successors, transferees and assigns.

"Lenders" is defined in the first recital of the Security Agreement.

"Patent Collateral" means:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Schedule II of the Security Agreement;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all patent licenses, including each patent license referred to in Item B of Schedule II of the Security Agreement; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Schedule II of the Security Agreement, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Schedule II of the Security Agreement, and all rights corresponding thereto throughout the world.

"Person" means any natural person, corporation, partnership, firm, association, trust, government, governmental agency or any other entity, whether acting in an individual, fiduciary or other capacity.

"Pledge Agreement" means the Subsidiary Pledge Agreement, dated as of September 29, 1997, made by the Debtor in favor of the Secured Party, as agent for each of the Lender Parties, as amended, supplemented, amended and restated and otherwise modified from time to time.

"Pledged Note Issuer" means each Person whose promissory note evidencing indebtedness owing by such Person to the Debtor is delivered or is required to be delivered from time to time under the Credit Agreement by the Debtor to the Secured Party as "Pledged Property" under the Pledge Agreement.

"Pledged Notes" means all promissory notes of any Pledged Note Issuer which are delivered or required to be delivered under the Pledge Agreement and/or the Credit Agreement from time to time by the Debtor to the Secured Party as "Pledged Property" under the Pledge Agreement, as such promissory notes are amended, modified or supplemented from time to time, together with any promissory note of any Pledged Note Issuer taken in extension or renewal thereof or substitution therefor.

"Security Agreement" means the Borrower Security Agreement, dated as of September 29, 1997, made by the Debtor in favor of the Secured Party, as the agent for each of the Lender Parties, as amended, supplemented, amended and restated and otherwise modified from time to time.

"Trademark Collateral" means:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule III of the Security Agreement;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule III of the Security Agreement;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule III of the Security Agreement, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

"Trade Secrets Collateral" means common law and statutory trade secrets and all other confidential or proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of the Debtor (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, all Trade Secret licenses, including each Trade Secret license referred to in Schedule V of the Security Agreement, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

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