

6.1998 REC

07-08-1998

SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Pi



100756477

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Portec, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 2, 1997

2. Name and address of receiving party(ies)

Name: Astec Industries, Inc.

Internal Address:

Street Address: P.O. Box 72787

City: Chattanooga State: TN ZIP: 37407

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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 patent number(s):

A. Trademark Application No.(s)

SEE ATTACHED LIST

B. Trademark Registration No.(s)

SEE ATTACHED LIST

Additional numbers attached?  Yes  No

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

Name: David J. Hill

Internal Address:

Chambliss, Bahner & Stophel, P.C.

Street Address: 1000 Tallan Building,

Two Union Square

City: Chattanooga State: TN ZIP: 37402

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 3.41).....\$ 365.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

0770771998 DRUGUYEN 00000208 1872247

DO NOT USE THIS SPACE

01 FC:481

40.00 DP

02 FC:482

325.00 DP

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 copy of the original document.

David J. Hill

Name of Person Signing

Signature

Date

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

7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 1747 FRAME: 0970

**Registered Trademarks**

Country	Trademark	Appl./Registration No.	Appl./Regis.Date
U.S.	AGGPREP	1,872,247	10-Jan-95
U.S.	SPOKANE (and design)	1,061,139	15-Mar-77
U.S.	DRAGON DESIGN (Rocky design)	1,594,895	8-May-90
U.S.	MAGNA CONE	1,594,894	8-May-90
U.S.	INNOVATOR	1,962,676	19-Mar-96
U.S.	SPOKANE (and design)	1,061,139	15-Mar-77
U.S.	KEM-HOUSE	1,315,376	22-Jan-85
U.S.	KOLBERG	1,704,548	4-Aug-92
U.S.	MESABI	1,814,693	4-Jan-94
U.S.	RETRIEVE-IT	1,307,693	4-Dec-84
U.S.	ROCK EATER	1,834,326	3-May-94
U.S.	SANDPREP	704,571	20-Sep-60
U.S.	SANDSORT	700,484	5-Jul-60
U.S.	SPEC-SELECT II	1,317,739	05-Feb-85

**ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment"), dated as of December 2, 1997, is made by Portec, Inc., a Delaware corporation ("Assignor"), and Astec Industries, Inc. a Tennessee corporation ("Assignee"). All capitalized terms not otherwise defined in this Agreement are defined as set forth in the Asset Purchase Agreement dated as of October 16, 1997, as amended on December 2, 1997, between Assignor and Assignee (the "Purchase Agreement").

**WHEREAS**, Assignor and Assignee are parties to the Purchase Agreement by which Assignee has acquired substantially all of the assets of the Division;

**WHEREAS**, Assignor is the owner of (i) certain United States federal and foreign trademark and service mark registrations and applications therefor relating to the business of the Division (collectively, the "Registered Marks"), including, but not limited to, the registrations and applications listed in Schedule A, (ii) certain ideas, inventions, patents and utility models and applications therefor relating to the business of the Division, including, but not limited to, the United States and foreign patents and utility models and applications therefor listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (hereinafter, collectively, the "Patents"); and (iii) certain copyrights, trade dress, know-how, trade secrets, common law trademarks, service marks and tradenames, and other similar proprietary rights relating to the business of the Division (collectively, the "Common Law Assets"), including, but not limited to, the common law trademarks and tradenames listed in Schedule A; and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor is required to sell, assign, transfer and convey the Subject Assets, to Assignee, including without limitation the Registered Marks, Patents, and the Common Law Assets (collectively, the "Assets");

**NOW, THEREFORE**, for the consideration set forth in the Purchase Agreement, and other valuable and legally sufficient consideration acknowledged by the Assignor to have been received in full:

1. The Assignor does hereby sell, convey, assign and transfer to the Assignee its entire right, title and interest in, to and under all Assets, together with the goodwill of the business symbolized by such Assets, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such Assets, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

2. The Assignor hereby represents that the Assignor has the full right to convey the Assets to Assignee and this Assignment is effective to transfer all of Assignor's right, title and interest in the Assets to Assignee.

3. The Assignor hereby covenants and agrees to execute any and all documents reasonably requested by Assignee for the purpose of carrying out the intent and purposes of this Assignment. The Assignor hereby further covenants and agrees that it will cooperate with the Assignee to enable the Assignee to enjoy, to the fullest extent, the right, title and interest intended to be herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of

testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the Assets, all to the extent deemed necessary or desirable by the Assignee for (a) the continued prosecution, if any, of the Assets, including any interference which may arise, and the making and prosecution of any other foreign or United States patent or trademark application that the Assignee may elect to pursue stemming from the Assets, including any divisions, continuations, continuation-in-parts, substitutions or reissues, and including any interference which may arise during same; (b) participation in any legal or administrative proceedings involving the Assets; and (c) otherwise fully carrying out the terms of this Assignment.

4. The terms and covenants of this Assignment shall inure to the benefit of the Assignee and its successors and assigns and shall be binding upon the Assignor and its successors and assigns.

5. The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Assignee's name.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment on the day and year first above written.

PORTEC, INC.

By:   
\_\_\_\_\_


Michael T. Yonker

Its: Chief Executive Officer and President

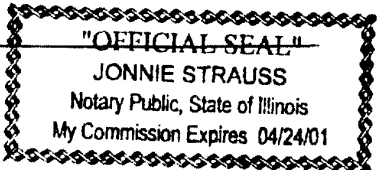
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STATE OF ILLINOIS            )  
  ) SS:  
COUNTY OF COOK            )

On this 2nd day of December, 1997, before me appeared Michael T. Yonker, who, being by me duly sworn, did say that he is the Chief Executive Office and President of Portec, Inc., a Delaware corporation and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

  
\_\_\_\_\_  
Notary Public

My commission expires:



**SCHEDULE A**  
( 3 Pages)

**Registered Trademarks**

Country	Trademark	Appl./Registration No.	Appl./Regis.Date
U.S.	AGGPREP	1,872,247	10-Jan-95
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U.S.	MAGNA CONE	1,594,894	8-May-90
U.S.	INNOVATOR	1,962,676	19-Mar-96
Canada	INNOVATOR	TMA473,252	21-Mar-97
U.S.	SPOKANE (and design)	1,061,139	15-Mar-77
Canada	FIBER-FUNNEL	TMA014,252	16-May-86
U.S.	KEM-HOUSE	1,315,376	22-Jan-85
U.S.	KOLBERG	1,704,548	4-Aug-92
Mexico	KOLBERG	483,591	4-Aug-94
U.S.	MESABI	1,814,693	4-Jan-94
Canada	PIONEER	444,025	16-Jun-95
U.S.	RETRIEVE-IT	1,307,693	4-Dec-84
U.S.	ROCK EATER	1,834,326	3-May-94
U.S.	SANDPREP	704,571	20-Sep-60
U.S.	SANDSORT	700,484	5-Jul-60
U.S.	SPEC-SELECT II	1,317,739	05-Feb-85

**Patents**

Country	Title	Appl./ Reg. No.	Appl./Reg. Date
United States	Tub grinder with screen portion	5,181,663	26-Jan-93
United States	Hammers for hammer mills	5,484,111	16-Jan-96
United States	Portable screening/mixing plant	5,294,065	15-Mar-94
United States	Impeller shoe assembly	RE32,355	17-Feb-87
United States	Anvil assembly for VSI crusher	RE32,363	24-Feb-87
United States	Screening apparatus (donut screen)	08/398,068	25-Oct-95
United States	Grizzly screening apparatus	08/690,478	31-Jul-96
Canada	Tumble grinder with screen portion	2,088,638	14-Oct-97
Canada	Screening apparatus (donut screen)	2,170,693	29-Feb-96
United States	Autogenous rotor and anvil ring	application being considered for filing	--

**Common Law Assets**

Asset Type	Asset	Country
Trademark	BUILT FOR THE DAILY GRIND	U.S.
Trademark	DONUT SCREEN	Canada
Trademark	KOLBERG	Canada
Trademark	DONUT SCREEN	U.S.
Trademark	SMART TUB	U.S.
Trademark	TUMBLE GRINDER	U.S.
Trademark	KEM-TUBE	U.S.
Trademark	METRO MAULER	U.S.