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11-16-1998



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1 SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

-Y

11-9-98

Tab settings ▼

To the Honorable Commissioner of Patents and Trademarks 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: October 16, 1998

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 Tennessee
- 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: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(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 copy of the original document.

David J. Hill

Name of Person Signing

David J. Hill
Signature

10-30-98

Date

Total number of pages including cover sheet, attachments, and document: 6

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SCHEDULE A

(1 Page)

Registered Trademarks

Country	Trademark	Appl./Registration No.	Appl./Regis.Date
U.S.	TRANS FLITE	920,624	21-Sep-71
U.S.	2500 ULTRA-SPEC	75-386,452	7-Nov-97 Pending ITU Application
U.S.	PIONEER	930,455	7-Mar-72

Patents

Country	Title	Appl./ Reg. No.	Appl./Reg. Date
U.S.	Impeller shoe assembly	4,355,769	26-Oct-82
U.S.	Anvil assembly for vertical shaft centrifugal impact crushing machine	4,347,988	7-Sep-82
U.S.	Vibratory screen apparatus	4,340,469	20-Jul-82

CHII:115610.1 05.19.98 13.53

SECOND ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment"), dated as of Oct 16, 1998, 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, after additional investigation, Assignor has determined that there are additional intellectual property assets relating to the business of the Division that were not previously assigned to Assignee consisting of (i) the United States federal and foreign trademark and service mark registrations listed in Schedule A (the "Registered Marks"), and (ii) the ideas, inventions, patents and utility models and applications listed in Schedule A, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (hereinafter, collectively, the "Patents"); 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 and Patents (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.

Nancy A Kindl

By: *Nancy A Kindl*
Nancy A. Kindl

Its: Vice President, Treasurer, Secretary and Chief
Financial Officer

STATE OF ILLINOIS *Wisconsin*
COUNTY OF COOK *Racine*) SS:

On this 16th day of October, 1998, before me appeared Nancy A. Kindl, who, being by me duly sworn, did say that she is the Vice President, Treasurer, Secretary and Chief Financial Officer of Portec, Inc., a Delaware corporation and personally known to me to be the same person whose name is subscribed to the foregoing SECOND ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that she 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.

Geeta Bhatia (Johnson Bank)
Notary Public *ph # 884-7180*

My commission expires: *June 17/2001*

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.

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

PORTEC, INC.

By: Nancy A Kindl
Nancy A Kindl

Its: Vice President, Treasurer, Secretary and Chief
Financial Officer

SCHEDULE A

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