

09-02-1999



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name  Other \_\_\_\_\_
- Effective Date  
Month Day Year  
**8-30-99**

Conveying Party

Mark if additional names of conveying parties attached

Name PORTEC, INC. Execution Date 8/13/99  
Month Day Year

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization State of Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name ASTEC INDUSTRIES, INC.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) P.O. Box 72787

Address (line 2) 4101 Jerome Avenue

Address (line 3) Chattanooga Tennessee/USA 37407  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization State of Tennessee

FOR OFFICE USE ONLY

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**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="700,494"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

David J. Hill

8-23-99

Name of Person Signing

Signature

Date Signed

**ASSIGNMENT OF TRADEMARK**

THIS ASSIGNMENT, dated as of December 2, 1997, is made by Portec, Inc., a Delaware corporation ("Assignor"), to Astec Industries, Inc., a Tennessee corporation ("Assignee"). All capitalized terms not otherwise defined in this Assignment 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 United States trademark registration No. 700,494 for the mark **SANDSCRT** relating to the business of the Division (the "Registered Mark");

**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 Mark;

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

1. Assignor does hereby sell, convey, assign and transfer to Assignee its entire right, title and interest in and to the Registered Mark, together with the goodwill of the business symbolized thereby, and all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of the Registered Mark, these rights to be held and enjoyed by 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. Assignor hereby represents that it has the full right to convey the Registered Mark to Assignee and this Assignment is effective to transfer all of Assignor's right, title and interest in the Registered Mark to Assignee.

3. 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. Assignor hereby further covenants and agrees that it will cooperate with Assignee to enable 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 Registered Mark, all to the extent deemed necessary or desirable by Assignee for participation in any legal or administrative proceedings involving the Registered Mark, and otherwise fully carrying out the terms of this Assignment.

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

5. Assignor hereby requests that the U.S. Patent and Trademark Office record this Assignment and issue a new certificate of registration in Assignee's name.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment on the day and year set out below.

PORTEC, INC.

8/13/99  
Date

By: *RJ Truscinski*  
Robert J. Truscinski

Its: Vice President - Finance

STATE OF OHIO )  
) SS:  
COUNTY OF LUCAS )

On this 13<sup>th</sup> day of AUGUST, 1999, before me appeared ROBERT J. TRUSCINSKI, who, being by me duly sworn, did say that he is the Vice President - Finance 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 TRADEMARK 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.

*[Signature]*  
Notary Public

My Commission expires: 11/3/01