

11-02-1999

FORM PTO-1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRD 11-1-99

101189434

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Portec, Inc.
122 West Second Street
Suite 100
Oak Brook, Illinois 60621

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

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

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

Name: Astec Industries, Inc.
Street Address: 4101 Jerome Avenue

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
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: September 27, 1999

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

A Trademark Application No.(s) 75/386,858 HAS ALL THE PIECES

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: Conrad A. Hansen

Internal Address: MOORE & HANSEN

2900 Norwest Center

Street Address: 90 South Seventh Street,

City: Minneapolis State: MN ZIP 55402

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-4300

(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.

CONRAD A. HANSEN
Name of Person Signing

Conrad A. Hansen
Signature

Oct 25, 1999
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

11/03/1999 NTHA11 00000045 75386858

01 FC:481

(40.00 DP)

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

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 United States Trademark Application Serial No. 75/386,858 filed November 7, 1997 for "HAS ALL THE PIECES."

WHEREAS, pursuant to the Purchase Agreement, Assignor is required to sell, assign, transfer and convey United States Trademark Application Serial Number 75/386,858 to Assignee.

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 nunc pro tunc to December 2, 1997 its entire right, title and interest in and to United States Application Serial No. 75/386,858, together with the good will of the business symbolized by such trademark

together with all rights and privileges associated therewith, including the full right to sue for past, present or future infringement of such trademark, 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 trademark to Assignee and this Assignment is effective to transfer all of Assignor's right, title and interest in the trademark to Assignee.
3. 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.
4. 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 WHERE, Assignor has executed this Assignment on the day and year below written.

PORTEC, INC.

By *R J Truscinski*
~~Michael T. Yenker~~ *R J Truscinski*
~~Its Chief Executive Officer and President~~ *VP Finance*