



Form PTO-1594 (Rev. 03/01)

RECORDATA

102040985

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

TRADEMARKS ONLY

Tab settings

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

1. Name of conveying party(ies):

Astec, Inc.

3-11-02

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

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

3. Nature of conveyance:

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

Execution Date: June 1, 2001

2. Name and address of receiving party(ies)

Name: AI Enterprises, Inc.

Internal Address:

Street Address: Hwy. 28 East

City: Morris State: MN Zip: 56267

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Minnesota
- 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached list

Additional number(s) 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

Street Address: 1000 Tallan Building

Two Union Square

City: Chattanooga State: TN Zip: 37402

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 3.41): \$ 340.00

- 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

2/28/02

Date

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

6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

04/02/2002 6TON11 00000186 1027027

01 FC:481 40.00 DP
02 FC:482 300.00 DP

EXHIBIT A

ASTEC, INC. TO AI ENTERPRISES

USA	1,027,027	Ai (Design)
USA	1,946,261	ASTEC
USA	1,908,140	ASTEC & design
USA	1,303,531	BLEND MATE
USA	2,230,300	DOUBLE BARREL
USA	1,309,794	FLAME MATE
USA	1,966,075	M-PACK
USA	1,294,057	PROCESS MATE
USA	2,235,758	SIX PACK
USA	1,945,167	SPI & design
USA	2,235,759	SUPER SIX PACK
USA	2,231,745	TURBO SIX PACK
USA	1,294,056	WEIGH MATE

TRADEMARK ASSIGNMENT

This Assignment is made as of the first day of June, 2001, by Astec, Inc., a Tennessee corporation, having an office and principal place of business in Chattanooga, Tennessee (hereinafter referred to as "Assignor").

WITNESSETH

WHEREAS, Assignor owns the registered trademarks and the trademarks that are the subject of pending applications for registration which are listed on the attached Exhibit A (hereinafter referred to collectively as "the Registered Marks") and other unregistered trademarks which are not the subject of pending applications for registration, including those listed on the attached Exhibit B (hereinafter referred to collectively as "the Unregistered Marks") (said Registered Marks and Unregistered Marks being hereinafter referred to collectively as "the Trademarks"); and

WHEREAS each of the Trademarks is associated with certain of Assignor's products and/or services, or those of one or more related companies; and

WHEREAS each of the Trademarks symbolizes at least a portion of the goodwill of Assignor's business; and

WHEREAS Assignor and AI Enterprises, Inc., a Minnesota corporation, having an office and principal place of business in Morris, Minnesota (hereinafter referred to as "Assignee"), and certain of their affiliates and related companies are engaged in a reorganization of the relative rights and obligations of each to the others (hereinafter referred to as "the Reorganization"); and

WHEREAS, as a part of the Reorganization and pursuant to a Stock Subscription Agreement of even date herewith (hereinafter referred to as "the Subscription Agreement"), Assignee has acquired the Trademarks, together with the goodwill of Assignor's business symbolized thereby;

NOW, THEREFORE, for and in consideration of the covenants, representations and warranties hereinafter set forth, the consideration set forth in the Subscription Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill symbolized thereby, and all rights and privileges granted and secured thereby, including the right to sue for past, present or future infringement of any of the Trademarks, such rights to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assignor represents and warrants to Assignee that:
 - (a) Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee.
 - (b) Assignor has full corporate authority to execute this Assignment, and that this Assignment and the terms and conditions hereof have been duly authorized by all requisite corporate authorities and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.
 - (c) Assignor is the owner of the Trademarks, and no other person or entity has any security interest in any of the Trademarks, in any registration of any of the Registered Marks, or in any applications to register any of the Unregistered Marks.
 - (d) Any and all licenses to use the Trademarks which were previously granted by Assignor have been terminated as of the date of this Assignment.
 - (e) Assignor has not abandoned or discontinued use, by itself or a related company, of the Trademarks.
 - (f) There are no actions, suits, claims or proceedings pending or, to Assignor's knowledge threatened against Assignor in any court or before any governmental agency which might have an adverse effect on any of the Trademarks or the goodwill of the business symbolized thereby. Notwithstanding the foregoing representation and warranty, Assignor does not represent and warrant that any pending application for registration of any of the Trademarks will result in the registration of such mark.
 - (g) Assignor is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of any of the Trademarks, or of any goodwill symbolized thereby, or which has created or would create a lien thereon or would affect or interfere with Assignee's use thereof or its rights therein.

3. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Assignment, against any and all damages or deficiencies resulting from any breach of warranty or misrepresentation in or in connection with this Assignment.

4. In the event any third party infringes or otherwise violates Assignee's right, title and/or interest in and to any of the Trademarks, Assignor agrees to cooperate fully with Assignee to terminate such infringement or violation. Assignor agrees that Assignee has the exclusive right to prosecute and defend at its own expense all suits or proceedings before any court or governmental agency which involve in any way the validity of, title to, or infringement of any of the Trademarks.

5. 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 Trademarks, all to the extent deemed necessary or desirable by Assignee for participation in any legal or administrative proceedings involving the Trademarks, and otherwise fully carrying out the terms of this Assignment.

6. All the provisions of this Assignment shall inure to the benefit of Assignee and its successors, assigns and representatives and shall be binding on Assignor and its successors, assigns, and representatives.
7. Exhibits A and B are expressly made part of this Assignment, are incorporated herein by reference, and shall be given the same force and effect as if said Exhibits were included within the body of this Assignment.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment as of the date first written above.

ASTEC, INC.

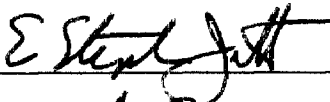
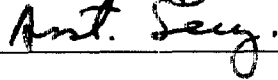
By: 
Its: 

EXHIBIT B