

03-12-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



ET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102387428

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.

3-10-03

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, 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: December 31, 2002

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)

#2,674,718

#2,683,598

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:

2

7. Total fee (37 CFR 3.41): \$ 65.00

- 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

Signature

Signature

3-5-03

Date

5

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

03/11/2003 GTOW11 00000067 2674718

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

01 FC:8521 02 FC:8522

40.00 OP 25.00 OP

TRADEMARK REEL: 002688 FRAME: 0189

TRADEMARK ASSIGNMENT

This Assignment is made as of the thirty-first day of December, 2002, 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 trademarks that are the subject of pending applications for registration which are listed on the attached Exhibit A (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 has contributed the Trademarks to the capital of AI Enterprises, Inc., a Minnesota corporation, having an office and principal place of business in Morris, Minnesota (hereinafter referred to as "Assignee"), and by such contribution Assignee has acquired the Trademarks;

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.

- (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 made 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. Exhibit A is expressly made part of this Assignment, are incorporated herein by reference, and shall be given the same force and effect as if said Exhibit was included within the body of this Assignment.

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

ASTECC, INC.

By:

E. Stephen Jett

Its:

Asst. Secretary

EXHIBIT A

Country	Registration/Application Number	Trademark
USA	2,674,718	ROCDOC LAB
USA	2,683,598	WHISPERJET

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Assignment of:)
Trademark Registration No.)
2,674,718)
ROCDOC LAB)
))
Trademark Registration No.)
2,683,598)
WHISPERJET)
))
of: Astec, Inc.)
))
to: AI Enterprises, Inc.)

TRANSMITTAL LETTER

March 5, 2003

Director of Patents and Trademarks
Box ASSIGNMENTS
Washington, DC 20231

Dear Sir:

Enclosed are a Recordation Form Cover Sheet, Assignment of Trademark and a check for \$65.00. Please record the Assignment, stamp the enclosed postcard with the date of receipt and return it to me. Thank you for your cooperation.

Respectfully submitted,



David J. Hill
Chambliss, Bahner & Stophel, P.C.
1000 Tallan Building
Two Union Square
Chattanooga, Tennessee 37402-2500
(423) 756-3000

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