

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Astec, Inc.		12/31/2003	CORPORATION:

RECEIVING PARTY DATA	
Name:	AI Enterprises, Inc.
Street Address:	Hwy. 28 East
City:	Morris
State/Country:	MINNESOTA
Postal Code:	56267
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	76500041	ACCU-SWIPE
Serial Number:	76552173	PHOENIX
Serial Number:	76552197	PHOENIX

CORRESPONDENCE DATA	
Fax Number:	(423)508-1277
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	423-756-3000
Email:	dguy@cbslawfirm.com
Correspondent Name:	David J. Hill
Address Line 1:	Two Union Square
Address Line 2:	1000 Tallan Building
Address Line 4:	Chattanooga, TENNESSEE 37402

ATTORNEY DOCKET NUMBER:	14711_15/0201
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NAME OF SUBMITTER:	Donna Guy
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Total Attachments: 4
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TRADEMARK ASSIGNMENT

This Assignment is made as of the thirty-first day of December, 2003, 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 trademark 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 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 having engaged in a reorganization of the relative rights and obligations of each to the others which requires the Assignor to assign its intellectual property to the Assignee; and

WHEREAS, pursuant to such requirement, 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.
 - (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: _____

Its: _____

EXHIBIT A

Country	Registration/Application Number	Trademark
USA	76/500,041	ACCU-SWIPE
USA	76/552,173	PHOENIX
USA	76/552,197	PHOENIX & Design