



03-01-2004

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark OfficeForm PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌ ▼

To the Honorable Commissioner of

102680820

ed original documents or copy thereof.

1. Name of conveying party(ies):

Astec Industries, Inc.

Astec, Inc.

Heatec, Inc.

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State☐ OtherAdditional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other

Execution Date: 05/14/2003

2. Name and address of receiving party(ies)

Name: General Electric Capital Canada, Inc

Internal c/o General Electric Capital
Address: Corporation

Street Address: 1100 Abernathy Road, #900

City: Atlanta State: GA Zip: 30328

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☐ Corporation-State☒ Other Canada CorporationIf 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) 2683611, 2683598,
2674718, 2674341, 2662453, 2598287Additional number(s) attached ☒ Yes ☐ No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: George M. Borababy

Internal Address: _____

Street Address: Patton Boggs LLP

2550 M Street, NW

City: Washington State: DC Zip: 20037

6. Total number of applications and
registrations involved: 71

7. Total fee (37 CFR 3.41).....\$ 1,790.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0709

DO NOT USE THIS SPACE

9. Signature.

George M. Borababy

Name of Person Signing

Signature

2/24/04

Date

Total number of pages including cover sheet, attachments, and document: 20

Mail documents to be recorded with required cover sheet information to:
2683611 Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

02/27/2004 FGETACHE 00000189 500709

40.00 04
1750.00 04TRADEMARK
REEL: 002916 FRAME: 0650

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY
FORM PTO-1594**

1. Name of Conveying Parties, continued:

- CEI Enterprises, Inc.
- Astec Systems, Inc.
- Telsmith, Inc.
- Kolberg-Pioneer, Inc.
- Johnson Crushers International, Inc.
- Superior Industries of Morris, Inc.
- Breaker Technology, Inc.
- Production Engineered Products, Inc.
- Carlson Paving Products, Inc.
- Roadtec, Inc.
- Trencor, Inc.
- American Augers, Inc.
- AI Development Group, Inc.
- AI Enterprises, Inc.
- Astec Holdings, Inc.
- Astec Investments, Inc.
- Astec Transportation, Inc.
- RI Properties, Inc.
- TI Services, Inc.

4.B. Trademark Numbers Continued:

2598286	2299488	1945167
2464385	2277439	1908140
2463023	2269484	1872247
2435544	2235759	1834326
2392751	2235758	1814693
2391347	2231745	1726661
2361137	2230300	1715039
2359706	2063292	1704548
2336523	2061132	1594895
2306480	2011727	1484016
2305907	1966075	1317739
2305253	1946261	1315376

1309794
1307693
1303531
1294057
1294056
1286961
1268909
1261484
1230848
1110400
1093604
1061139
1037294
1035551
1027027
930455
920624
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802199
788439
704571
700494
523684
522901
518304
515271
2463023
2191625
1953809

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 14, 2003, is made by, collectively, ASTEC INDUSTRIES, INC., a Tennessee corporation ("Astec Industries"), ASTEC, INC., a Tennessee corporation ("ASI"), HEATEC, INC., a Tennessee corporation ("Heatec"), CEI ENTERPRISES, INC., a Tennessee corporation ("CEI"), ASTEC SYSTEMS, INC., a Tennessee corporation ("ASI"), TELSMITH, INC., a Delaware corporation ("Telsmith"), KOLBERG-PIONEER, INC., a Tennessee corporation ("Kolberg"), JOHNSON CRUSHERS INTERNATIONAL, INC., a Tennessee corporation ("Crushers"), SUPERIOR INDUSTRIES OF MORRIS, INC., a Minnesota corporation ("Superior"), BREAKER TECHNOLOGY, INC., a Tennessee corporation ("Breaker"), PRODUCTION ENGINEERED PRODUCTS, INC., a Nevada corporation ("Production"), CARLSON PAVING PRODUCTS, INC., a Washington corporation ("Carlson"), ROADTEC, INC., a Tennessee corporation ("Roadtec"), TRENCOR, INC., a Texas corporation ("Trencor"), AMERICAN AUGERS, INC., a Delaware corporation ("Augers"), AI DEVELOPMENT GROUP, INC., a Minnesota corporation ("AIDG"), AI ENTERPRISES, INC., a Minnesota corporation ("AIEI"), ASTEC HOLDINGS, INC., a Tennessee corporation ("AHI"), ASTEC INVESTMENTS, INC., a Tennessee corporation ("AI"), ASTEC TRANSPORTATION, INC., a Tennessee corporation ("ATI"), RI PROPERTIES, INC., a Minnesota corporation ("RIPI"), and TI SERVICES, INC., a Minnesota corporation ("TISI") (Astec Industries, AI, Heatec, CEI, ASI, Telsmith, Kolberg, Crushers, Superior, Breaker, Production, Carlson, Roadtec, Trencor, Augers, AIDG, AIEI, AHI, AI, ATI, RIPI, and TISI are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CANADA INC., a Canada corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of May 14, 2003, by and among Breaker Technology Ltd., a Canada corporation ("Borrower"), the other Credit Parties signatory thereto and Lender (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has agreed to make the Loans to, and incur Letter of Credit Obligations for the benefit of, Borrower;

WHEREAS, in connection with the Credit Agreement and the other Loan Documents, Grantors shall have executed and delivered to Lender that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Lender a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

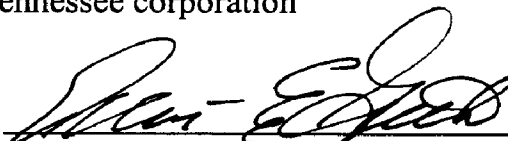
[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

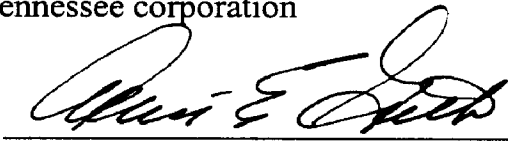
ASTEC INDUSTRIES, INC.,
a Tennessee corporation

By: 
Name: Albert E. Guth
Title: Secretary

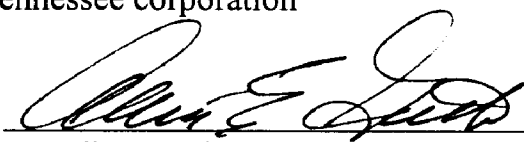
ASTEC, INC.,
a Tennessee corporation

By: 
Name: Albert E. Guth
Title: Secretary

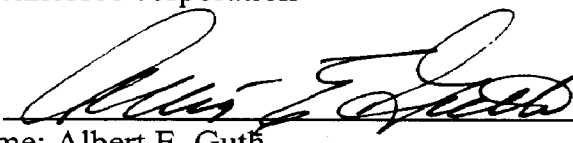
HEATEC, INC.,
a Tennessee corporation

By: 
Name: Albert E. Guth
Title: Secretary

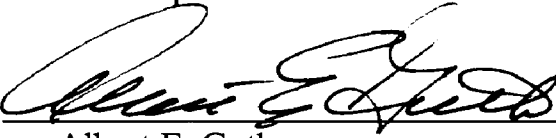
CEI ENTERPRISES, INC.,
a Tennessee corporation

By: 
Name: Albert E. Guth
Title: Secretary

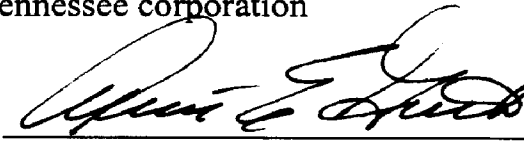
ASTEC SYSTEMS, INC.,
a Tennessee corporation

By: 
Name: Albert E. Guth
Title: Secretary

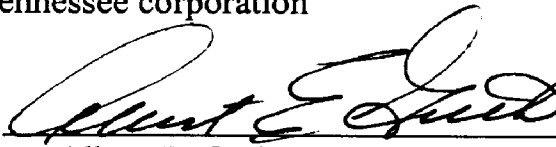
TELSMITH, INC.,
a Delaware corporation

By: 
Name: Albert E. Guth
Title: Secretary

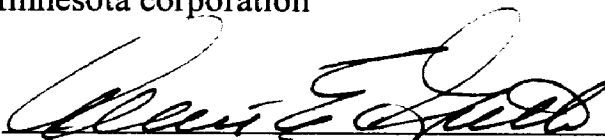
KOLBERG – PIONEER, INC.,
a Tennessee corporation

By: 
Name: Albert E. Guth
Title: Secretary

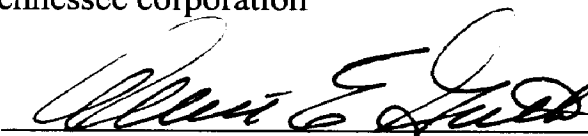
**JOHNSON CRUSHERS INTERNATIONAL,
INC.,**
a Tennessee corporation

By: 
Name: Albert E. Guth
Title: Secretary

SUPERIOR INDUSTRIES OF MORRIS, INC.,
a Minnesota corporation

By: 
Name: Albert E. Guth
Title: Secretary

BREAKER TECHNOLOGY, INC.,
a Tennessee corporation

By: 
Name: Albert E. Guth
Title: Secretary

**PRODUCTION ENGINEERED PRODUCTS,
INC.,**

a Nevada corporation

By: 

Name: Albert E. Guth

Title: Secretary

CARLSON PAVING PRODUCTS, INC.,

a Washington corporation

By: 

Name: Albert E. Guth

Title: Secretary

ROADTEC, INC.,

a Tennessee corporation

By: 

Name: Albert E. Guth

Title: Secretary

TRENCOR, INC.,

a Texas corporation

By: 

Name: Albert E. Guth

Title: Secretary

AMERICAN AUGERS, INC.,

a Delaware corporation

By: 

Name: Albert E. Guth

Title: Secretary

AI DEVELOPMENT GROUP, INC.,
a Minnesota corporation

By: Neil Schmidt Gell
Name: NEIL SCHMIDT GELL
Title: Pres

AI ENTERPRISES, INC.,
a Minnesota corporation

By: William Meek
Name: William Meek
Title: Sec Treas

ASTEC HOLDINGS, INC.,
a Tennessee corporation

By: _____
Name: _____
Title: _____

ASTEC INVESTMENTS, INC.,
a Tennessee corporation

By: _____
Name: _____
Title: _____

ASTEC TRANSPORTATION, INC.,
a Tennessee corporation

By: _____
Name: _____
Title: _____

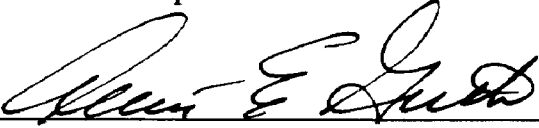
AI DEVELOPMENT GROUP, INC.,
a Minnesota corporation

By: _____
Name: _____
Title: _____

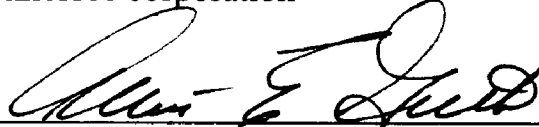
AI ENTERPRISES, INC.,
a Minnesota corporation

By: _____
Name: _____
Title: _____

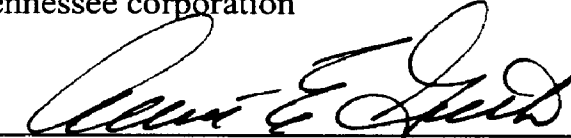
ASTEC HOLDINGS, INC.,
a Tennessee corporation

By:  _____
Name: Albert E. Guth
Title: Secretary

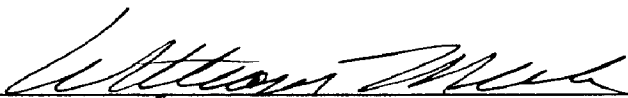
ASTEC INVESTMENTS, INC.,
a Tennessee corporation

By:  _____
Name: Albert E. Guth
Title: Secretary

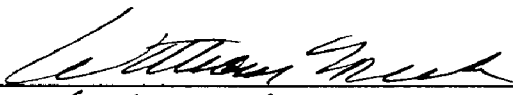
ASTEC TRANSPORTATION, INC.,
a Tennessee corporation

By:  _____
Name: Albert E. Guth
Title: Secretary

RI PROPERTIES, INC.,
a Minnesota corporation

By: 
Name: William Meek
Title: Sec Treas


TI SERVICES, INC.,
a Minnesota corporation

By: 
Name: William Meek
Title: Sec Treas

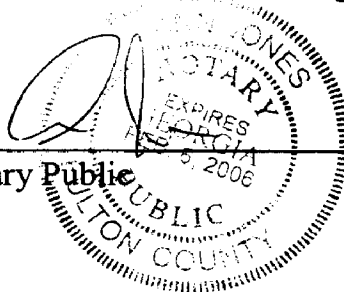
ACKNOWLEDGMENT OF GRANTORS

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of May, 2003 before me personally appeared Albert E. Guth, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ASTEC INDUSTRIES, INC., ASTEC, INC., HEATEC, INC., CEI ENTERPRISES, INC., ASTEC SYSTEMS, INC., TELSMITH, INC., KOLBERG – PIONEER, INC., JOHNSON CRUSHERS INTERNATIONAL, INC., SUPERIOR INDUSTRIES OF MORRIS, INC., BREAKER TECHNOLOGY, INC., PRODUCTION ENGINEERED PRODUCTS, INC., CARLSON PAVING PRODUCTS, INC., ROADTEC, INC., TRENCOR, INC., AMERICAN AUGERS, INC., ASTEC HOLDINGS, INC., ASTEC INVESTMENTS, INC., and ASTEC TRANSPORTATION, INC. who being by me duly sworn did depose and say that he is an authorized officer of said companies, that the said instrument was signed on behalf of said companies authorized by its members/managers and that he acknowledged said instrument to be the free act and deed of said companies.



{seal} Notary Public

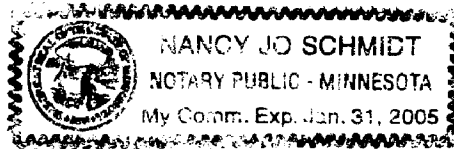


ACKNOWLEDGMENT OF GRANTORS

STATE OF Minnesota)
) ss.
COUNTY OF Swift)

On this THU day of May, 2003 before me personally appeared Neil Schmidgall, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AI DEVELOPMENT GROUP, INC. who being by me duly sworn did depose and say that he is an authorized officer of said companies, that the said instrument was signed on behalf of said companies authorized by its members/managers and that he acknowledged said instrument to be the free act and deed of said companies.

Nancy Jo Schmidt
{seal} Notary Public

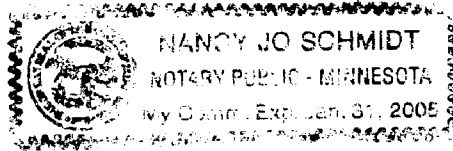


ACKNOWLEDGMENT OF GRANTORS

STATE OF Minnesota)
) ss.
COUNTY OF Swift)

On this 7th day of May, 2003 before me personally appeared William Meek, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AI ENTERPRISES, INC. who being by me duly sworn did depose and say that he is an authorized officer of said companies, that the said instrument was signed on behalf of said companies authorized by its members/managers and that he acknowledged said instrument to be the free act and deed of said companies.

Nancy Jo Schmidt
{seal} Notary Public

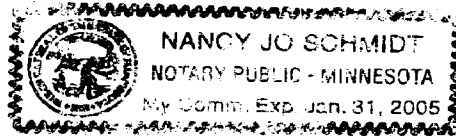


ACKNOWLEDGMENT OF GRANTORS

STATE OF Minnesota)
) ss.
COUNTY OF Swift)

On this 7th day of May, 2003 before me personally appeared William Meek, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of RI PROPERTIES, INC. who being by me duly sworn did depose and say that he is an authorized officer of said companies, that the said instrument was signed on behalf of said companies authorized by its members/managers and that he acknowledged said instrument to be the free act and deed of said companies.

Nancy Jo Schmidt
{seal} Notary Public

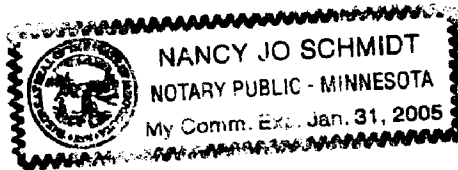


ACKNOWLEDGMENT OF GRANTORS

STATE OF Minnesota)
) ss.
COUNTY OF Swift)

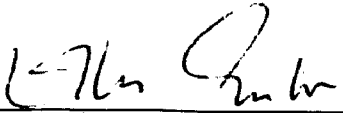
On this 7th day of May, 2003 before me personally appeared William Meek,
proved to me on the basis of satisfactory evidence to be the person who executed the foregoing
instrument on behalf of TI SERVICES, INC. who being by me duly sworn did depose and say
that he is an authorized officer of said companies, that the said instrument was signed on behalf
of said companies authorized by its members/managers and that he acknowledged said
instrument to be the free act and deed of said companies.

Nancy Jo Schmidt
{seal} Notary Public



ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL CANADA
INC.**

By: 
Name: ELLIS GARSIE
Title: VICE PRESIDENT

Astec Industries, Inc.
Trademarks (Current)

TRADEMARK#	TRADEMARKSERVICE MARK NAME	1st ISSUE	5 YR. DATE	EXPIRES	COMPANY	COUNTRY
2683611	"FAST PACK"	2/4/2003	2/4/2008	2/4/2013	ASTEC INDUSTRIES, INC.	USA
2683598	"WHISPER JET"	2/4/2003	2/4/2008	2/4/2013	AI ENTERPRISES, INC.	USA
2674718	"ROCDOL LAB"	1/14/2003	1/14/2008	1/14/2013	AI ENTERPRISES, INC.	USA
2674341	"KODIAK & Design"	1/14/2003	1/14/2008	1/14/2013	ASTEC INDUSTRIES, INC.	USA
2662453	"KODIAK"	12/17/2002	12/17/2007	12/17/2012	ASTEC INDUSTRIES, INC.	USA
2598287	"KP"	7/23/2002	7/23/2007	7/23/2012	KOLBERG-PIONEER, INC.	USA
2598286	"KP & Design"	7/23/2002	7/23/2007	7/23/2012	KOLBERG-PIONEER, INC.	USA
2464385	"SILVER BULLETS"	6/26/2001	6/26/2006	6/26/2011	TI SERVICES, INC.	USA
2463023	"POWERSTACKER"	6/19/2001	6/19/2006	6/19/2011	ASTEC INDUSTRIES, INC.	USA
2435544	"ESILOK"	3/13/2001	3/13/2006	3/13/2011	AMERICAN AUGERS, INC.	USA
2392751	"Rock to Road & design"	10/10/2000	10/10/2005	10/10/2010	ASTEC INDUSTRIES, INC.	USA
2391347	"Rock Works & design"	10/3/2000	10/3/2005	10/2/2010	JCI	USA
2361137	"CEI & design"	6/27/2000	6/27/2005	6/27/2010	CEI	USA
2359706	"JCI & design"	6/20/2000	6/20/2005	6/19/2010	ASTEC INDUSTRIES, INC.	USA
2336523	"River Rig Pedigree & design"	3/28/2000	3/28/2005	3/28/2010	AMERICAN AUGERS, INC.	USA
2306480	"2500 ULTRA-SPEC"	1/4/2000	1/4/2005	1/3/2010	ASTEC INDUSTRIES, INC.	USA
2305907	"FXS" (Fume Extraction Sys.)	1/4/2000	1/4/2005	1/3/2010	RI PROPERTIES, INC.	USA
2305253	"JCI"	1/4/2000	1/4/2005	1/3/2010	JCI	USA
2299488	"THERMO-GUARD"	12/14/1999	12/14/2004	12/13/2009	HEATEC, INC.	USA
2277439	"ROADTEC & Design"	9/14/1999	9/14/2004	9/13/2009	RI PROPERTIES, INC.	USA
2269484	"ROCKWORKS"	8/10/1999	8/10/2004	8/10/2009	JCI	USA
2235759	"SUPER SIX PACK"	3/30/1999	3/30/2004	3/29/2009	AI ENTERPRISES, INC.	USA
2235758	"SIX PACK"	3/30/1999	3/30/2004	3/29/2009	AI ENTERPRISES, INC.	USA
2231745	"TURBO SIX PACK"	3/16/1999	3/16/2004	3/15/2009	AI ENTERPRISES, INC.	USA
2230300	"DOUBLE BARREL"	3/9/1999	3/9/2004	3/8/2009	AI ENTERPRISES, INC.	USA
2063292	"VALU-KING"	5/20/1997	5/20/2002	5/20/2007	TI SERVICES, INC.	USA
2061132	"TRENCOR"	5/13/1997	5/13/2002	5/13/2007	TRENCOR, INC.	USA
2011727	"ROAD MINER"	10/29/1996	n/a	10/29/2006	TRENCOR, INC.	USA
1966075	"M-PACK"	4/9/1996	n/a	4/9/2006	AI ENTERPRISES, INC.	USA
1946261	"ASTEC" (per se)	1/9/1996	n/a	1/9/2006	AI ENTERPRISES, INC.	USA
1945167	"SPI & Design"	1/2/1996	n/a	1/2/2006	AI ENTERPRISES, INC.	USA
1908140	"ASTEC & Design"	8/1/1995	n/a	8/1/2005	AI ENTERPRISES, INC.	USA
1872247	"AGGPREP"	1/10/1995	n/a	1/10/2005	ASTEC INDUSTRIES, INC.	USA
1834326	"ROCK EATER"	5/3/1994	n/a	5/3/2004	ASTEC INDUSTRIES, INC.	USA
1814693	"MESABI"	1/4/1994	n/a	1/4/2004	ASTEC INDUSTRIES, INC.	USA
1726661	"SHUTTLE BUGGY"	10/20/1992	n/a	10/20/2012	RI PROPERTIES, INC.	USA
1715039	"TELSMITH & Design"	9/15/1992	n/a	9/15/2012	TI SERVICES, INC.	USA
1704548	"KOLBERG"	8/4/1992	n/a	8/4/2012	ASTEC INDUSTRIES, INC.	USA
1594895	"DRAGON DESIGN"(Rocky design)	5/8/1990	n/a	5/8/2010	ASTEC INDUSTRIES, INC.	USA
1484016	"BORES HEAD"	4/12/1988	n/a	12/16/2006	AMERICAN AUGERS, INC.	USA
1317739	"SPEC-SELECT II"	2/5/1985	n/a	2/5/2005	ASTEC INDUSTRIES, INC.	USA
1315376	"KEM-HOUSE"	1/22/1985	n/a	1/22/2005	ASTEC INDUSTRIES, INC.	USA
1309794	"FLAME MATE"	12/18/1984	n/a	12/18/2004	AI ENTERPRISES, INC.	USA
1307693	"RETRIEVE-IT"	12/4/1984	n/a	12/4/2004	ASTEC INDUSTRIES, INC.	USA
1303531	"BLEND MATE"	11/6/1984	n/a	11/6/2004	AI ENTERPRISES, INC.	USA
1294057	"PROCESS MATE"	9/11/1984	n/a	9/11/2004	AI ENTERPRISES, INC.	USA
1294056	"WEIGH MATE"	9/11/1984	n/a	9/11/2004	AI ENTERPRISES, INC.	USA
1286961	"MANAGEMENT"	7/24/1984	n/a	7/24/2004	TI SERVICES, INC.	USA

TRADEMARK#	TRADEMARK/SERVICE MARK NAME	1st ISSUE	5 YR. DATE	EXPIRES	COMPANY	COUNTRY
1268909	"ROADTEC & Design"	3/6/1984	n/a	3/6/2004	RI PROPERTIES, INC.	USA
1261484	"VARI-VIBE & Design"	12/20/1983	n/a	12/20/2003	PEP	USA
1230848	"VARI-VIBE"	3/15/1983	n/a	3/15/2003	PEP	USA
1110400	DE-SANDER"	1/2/1979	n/a	1/2/2009	ASTEC INDUSTRIES, INC.	USA
1093604	"HEATEC"	6/20/1978	n/a	6/20/2008	HEATEC, INC.	USA
1061139	"SPOKANE & Design"	3/15/1977	n/a	3/15/2007	ASTEC INDUSTRIES, INC.	USA
1037294	"SPECMAKER"	4/6/1976	n/a	4/6/2006	TI SERVICES, INC.	USA
1035551	"BARBER-GREENE" (SM)	3/9/1976	n/a	3/9/2006	TI SERVICES, INC.	USA
1027027	"AI & Design"	12/9/1975	n/a	12/9/2005	AI ENTERPRISES, INC.	USA
930455	"PIONEER"	3/7/1972	n/a	3/7/2012	ASTEC INDUSTRIES, INC.	USA
920624	"TRANSFLITE"	9/21/1971	n/a	9/21/2011	ASTEC INDUSTRIES, INC.	USA
843656	"QUIKLOK"	2/6/1968	n/a	2/6/2008	TI SERVICES, INC.	USA
802199	"MICRO-GUIDE"	1/18/1966	n/a	1/18/2006	TI SERVICES, INC.	USA
788439	"BATCHIPAC"	4/20/1965	n/a	4/20/2005	RI PROPERTIES, INC.	USA
704571	"SANDPREP"	9/20/1960	n/a	9/20/2010	ASTEC INDUSTRIES, INC.	USA
700494	"SANDSORT"	7/5/1960	n/a	7/5/2010	ASTEC INDUSTRIES, INC.	USA
523684	"VIBRO-KING"	4/11/1950	n/a	4/11/2010	TI SERVICES, INC.	USA
522901	"GYRASPHERE"	3/28/1950	n/a	3/28/2010	TI SERVICES, INC.	USA
518304	"SUPER-SCRUBBER"	12/6/1949	n/a	12/6/2009	TI SERVICES, INC.	USA
515271	"TELSMITH"	9/20/1949	n/a	9/20/2009	TI SERVICES, INC.	USA
REGISTERED SUPPLEMENTAL DESIGN						
2463023	"POWERSTACKER"	6/19/2001	6/19/2006	6/19/2011	Superior	USA
2191625	"American Augers"	9/22/1998	9/22/2003	9/22/2008	AMERICAN AUGERS, INC.	USA
1953809	"American Directional Drill"	1/30/1996	n/a	1/30/2006	AMERICAN AUGERS, INC.	USA
FOREIGN						
764402	"ROADTEC & design"	6/10/1998		6/10/2008	RI PROPERTIES, INC.	AUSTRALIA
764403	"SHUTTLE BUGGY"	6/10/1998		6/10/2008	RI PROPERTIES, INC.	AUSTRALIA
355522	"ASTEC"			1/16/2012	AI ENTERPRISES, INC.	AUSTRALIA
175459	"GYRASPHERE"				TI SERVICES, INC.	AUSTRALIA
150343	"TELSMITH"				TI SERVICES, INC.	AUSTRALIA
00 6676383	"GYRASPHERE"	5/10/1978	n/a	5/10/2008	TI SERVICES, INC.	BRAZIL
730054365	"TELSMITH"	10/13/1981		10/13/2011	TI SERVICES, INC.	BRAZIL
273143	"ASTEC"	10/22/1982	n/a	10/22/2012	AI ENTERPRISES, INC.	CANADA
444025	"PIONEER"	6/16/1995	n/a	6/16/2010	KOLBERG-PIONEER, INC.	CANADA
473252	"INNOVATOR"	3/21/1997	n/a	3/21/2012	KOLBERG-PIONEER, INC.	CANADA
510416	"JCI"	4/6/1999	n/a	4/6/2014	JCI	CANADA
130443	"GYRASPHERE"				TI SERVICES, INC.	CANADA
115097	"TELSMITH"				TI SERVICES, INC.	CANADA
99817158	"SILVER BULLETS"	10/12/1999	10/12/2004	10/12/2009	TI SERVICES, INC.	FRANCE
1417204	"GYRASPHERE"				TI SERVICES, INC.	FRANCE
1243383	"TELSMITH"				TI SERVICES, INC.	FRANCE
782519	"GYRASPHERE"				TI SERVICES, INC.	GERMANY
782520	"TELSMITH"				TI SERVICES, INC.	GERMANY

Astec Industries, Inc.
Trademarks (Current)

TRADEMARK#	TRADEMARK/SERVICE MARK NAME	1st ISSUE	5 YR. DATE	EXPIRES	COMPANY	COUNTRY
231332	"TELSMITH"				TI SERVICES, INC.	INDIA
231333	"VIBRO KING"				TI SERVICES, INC.	INDIA
231334	"GYRASPHERE"				TI SERVICES, INC.	INDIA
454,665	"GYRASPHERE"				TI SERVICES, INC.	ITALY
454,664	"TELSMITH"	9/25/1982		9/25/2002	TI SERVICES, INC.	ITALY
483591	"KOLBERG"	8/4/1994		8/4/2004	KOLBERG-PIONEER, INC.	MEXICO
654377	"SILVER BULLETS"	5/19/2000		10/12/2009	TI SERVICES, INC.	MEXICO
128,782	"TELSMITH"	4/22/1966		4/22/2006	TI SERVICES, INC.	MEXICO
233,836	"GYRASPHERE"				TI SERVICES, INC.	MEXICO
233,837	"VIBRO-KING"				TI SERVICES, INC.	
135591	"ASTEC"			1/6/2016	ASTEC INDUSTRIES, INC.	New Zealand
2795/58	"TELSMITH"			8/26/2012	TI SERVICES, INC.	So. Africa
2752/62	"GYRASPHERE"				TI SERVICES, INC.	So. Africa
31576	"TELSMITH"				TI SERVICES, INC.	Thailand
1191882	"ASTEC"			3/10/2004	AI ENTERPRISES, INC.	U.K.
692025	"GYRASPHERE"	9/5/1950		9/5/2009	TI SERVICES, INC.	U.K.
692028	"TELSMITH"	9/5/1950		9/5/2009	TI SERVICES, INC.	U.K.
18166	"GYRASPHERE"				TI SERVICES, INC.	Vietnam
18165	"TELSMITH"				TI SERVICES, INC.	Vietnam