


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies);  Astec Industries, Inc.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State TENNESSEE <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies)  Name: <u>Bank One N.A.</u>  Address <u>One Bank on Plaza, Mail Code 111-0631</u>  City: <u>Chicago</u> State <u>IL</u> Zip: <u>60670</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation- _____  Other <u>a National Banking Association</u>  (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance:  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release by General Electric Capital Corporation of security interests</u>  Execution Date: <u>June 30, 2004</u>	4. Application number(s) or registration numbers(s) A. Trademark Application No.(s)  A. Trademark Registration No.(s) <u>2,463,023</u>  Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>LINDQUIST &amp; VENNUM P.L.L.P.</u>  Internal Address: <u>CONNIE HEIKKILA, PARALEGAL</u>  Street Address: <u>4200 IDS CENTER, 80 SO. 8<sup>TH</sup> ST</u>  City: <u>MINNEAPOLIS</u> State <u>MN</u> Zip: <u>55402</u>	6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px 10px;">1</span>  7. Total fee (37 CFR 3.41) ..... \$ <u>40.00</u>  <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: <u>50-0837</u>	
<b>DO NOT USE THIS SPACE</b>		
9. Statement and signature. <i>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.</i>  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>CONNIE R. HEIKKILA</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>July 15, 2004</u>            Date         </div> </div> <div style="text-align: center; margin-top: 10px;">         Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; display: inline-block; width: 40px; height: 20px; vertical-align: middle;"></span> </div>		
Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231		

CH \$40.00 600837 2463023

Additional Name and address of conveying parties:

ASTEC INC., a Tennessee corporation ("AST")  
HEATEC, INC., a Tennessee corporation ("Heatec")  
CEI ENTERPRISES, INC., a Tennessee corporation ("CEI")  
ASTEC SYSTEMS, INC., a Tennessee corporation ("AST")  
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")  
ASTEC MOBILE SCREENS, INC. F/K/A 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 ("AII")  
ASTEC TRANSPORTATION, INC., a Tennessee corporation ("ATI")  
RI PROPERTIES, INC., a Minnesota corporation ("RIPI")  
TI SERVICES, INC., a Minnesota corporation ("TISI")

## RELEASE OF SECURITY INTERESTS

This Release of Security Interests ("Agreement") is entered into and dated effective as of June 29, 2004 by and between 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 ("AST"), 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"), Breaker Technology Ltd., a Canada corporation ("Breaker Canada"), ASTEC MOBILE SCREENS, INC. F/K/A 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 ("AII"), 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, Breaker Canada, Production, Carlson, Roadtec, Trencor, Augers, AIDG, AIEI, AHI, AII, ATI, RIPI, and TISI are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor), and Bank One N.A., a national banking association ("Bank One"), as collateral agent with respect to the Credit Documents (defined below) ("Collateral Agent").

## INTRODUCTION

1. Astec Industries, Astec Financial Services, Inc. ("AFS"), the several financial institutions acting as lenders (the "Lenders") and Bank One as agent (the "Agent") were parties to a certain Credit Agreement dated September 10, 2001 (the "Credit Agreement"); Astec Industries, AFS and the several financial institutions acting as purchasers (the "Purchasers") were parties to certain separate Note Purchase Agreements each dated as of September 10, 2001 (the "Note Purchase Agreements"); Collateral Agent, Agent, the Lenders, the Purchasers, Astec Industries and AFS were parties to that certain Intercreditor and Collateral Agency Agreement dated as of September 10, 2001 (the "Intercreditor Agreement"); Astec Industries, AFS, the other Grantors and Collateral Agent were parties to that certain Security Agreement dated May 13, 2002 (the "Security Agreement"); and Astec Industries and Collateral Agent were parties to that certain Pledge Agreement dated as of September 10, 2001 (the "Pledge Agreement" and together with the Credit Agreement, the Note Purchase Agreements, the Intercreditor Agreement and the Security Agreement, the "Credit Documents").

2. The Agent, the Lenders, Collateral Agent and the Purchasers have executed that certain Payoff Letter, dated as of May 14, 2003, pursuant to which the liens and security interests existing under the Credit Documents were released.

3. The parties now desire to confirm the release by Collateral Agent of certain security interests to Grantors.

### **AGREEMENT**

For and in consideration of the premises and the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

a. **Release of Security Interest.** The Collateral Agent does hereby reaffirm, confirm, and does hereby RELEASE AND RELINQUISH, WITHOUT RECOURSE, REPRESENTATION OR WARRANTY OF ANY KIND unto Grantors, their successors and assigns, all security interests, charges and encumbrances granted by Grantors in favor of Lender pursuant to the Security Documents in the following patents, trademarks, and copyrights (the "Released Intellectual Property"):

**Issued U.S. Patents:****U.S. Patent Number:**

FD40 Axle	5,515,961
FD20 Axle	5,833,043
TeleStacker	6,360,876
Power Fold Hinge	6,296,109
50 Series Idler	6,349,819

**U.S. Patent Applications:****U.S. Patent Application Number:**

Tandem Swing Axle	60/557,960
PP Mega Axle	60,558,087

**U.S. Trademarks:****Registration No.:**

PowerStacker	2,463,023
--------------	-----------

**Unregistered U.S. Trademarks:** (continued on next page)

Stack-Pac

Extender

FD Axle

Land Link

Jump Conveyor

TeleStacker

40 Series

50 series

**Unregistered U.S. Trademarks:** (continued from previous page)

60 series

80 series

90 series

100 series

IdleSelector

ConveyCalc

**Trade Names:**

Superior Industries

**U.S. Copyrights:**

**Status:**

ConveyBuilder 1.0

Issued - #TXU-1-070-929

b. Further Cooperation. The Collateral Agent shall, upon reasonable request of the Grantors execute and deliver to the Grantors, or register, or arrange to have registered by its agent, all such other and further terminations and releases under the Uniform Commercial Code or the laws of the United States related to patents, trademarks, or copyrights, registrations or discharges of security interests in respect of intellectual property or other instruments as may be required in order to release and relinquish all liens with respect to the Released Intellectual Property arising under the Credit Documents, in each case in form and substance satisfactory to the Collateral Agent. The Grantors agree to pay for the preparation, execution, delivery, filing and recording of this Agreement in the appropriate jurisdictions and of all such other terminations, releases, agreements, discharges, other instruments and collateral.

c. Effect of Agreement. This Agreement supplements and continues the Payoff Letter executed by the parties as of May 14, 2003.

d. Authority. Each Grantor represents and warrants that it has the right and authority to execute this Agreement. The Collateral Agent represents and warrants that the security interests granted under or pursuant to the Credit Documents have not been assigned by Collateral Agent to any other party.

e. Binding Effect. The terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and assigns. Nothing in this Agreement,


whether express or implied, shall be construed to give any person, other than the parties hereto, and their successors and assigns, any legal or equitable right, remedy or claim under or in respect of such instrument or any covenants, conditions or provisions contained therein or any standing or authority to enforce the terms and provisions of such instrument.

f. Counterparts. This Agreement may be executed by the undersigned parties in separate counterparts, each of which when executed and delivered by facsimile or otherwise, shall be an original, but all such counterparts shall together constitute but one and the same Agreement. All signatures need not be on the same counterpart.


g. Governing Law. **THIS AGREEMENT, AND THE ACTIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW), EXCEPT TO THE EXTENT THE SAME ARE GOVERNED BY APPLICABLE FEDERAL LAW.**

**GRANTORS:**


**ASTEC INDUSTRIES, INC.**

By:   
Name: ALBERT E. GUTH  
Title: GROUP V. P. + SECRETARY

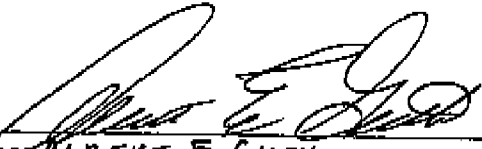
**ASTEC, INC.**

By:   
Name: ALBERT E. GUTH  
Title: SECRETARY

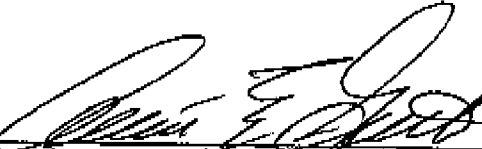
**HEATEC, INC.**

By:   
Name: ALBERT E. GUTH  
Title: SECRETARY


**CEI ENTERPRISES, INC.**

By:   
Name: ALBERT E. GUTH  
Title: SECRETARY


**ASTEC SYSTEMS, INC.**

By:   
Name: ALBERT E. GUTH  
Title: SECRETARY


**TELSMITH, INC.**

By:   
Name: ALBERT E. GUTH  
Title: SECRETARY

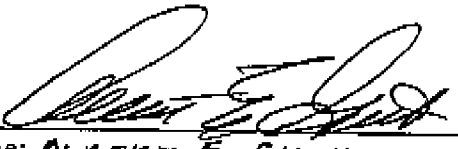
**KOLBERG-PIONEER, INC.**

By:   
Name: ALBERT E. GUTH  
Title: SECRETARY

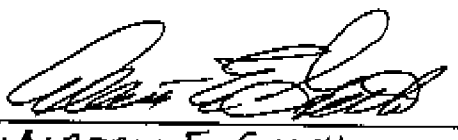
**JOHNSON CRUSHERS INTERNATIONAL,  
INC.**

By:   
Name: ALBERT E. GUTH  
Title: SECRETARY

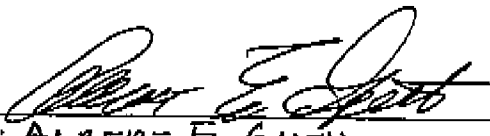
**SUPERIOR INDUSTRIES OF MORRIS, INC.**

By:   
Name: ALBERT E. GUTH  
Title: SECRETARY

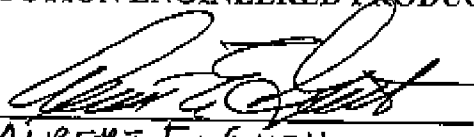
**BREAKER TECHNOLOGY, INC.**

By:   
Name: ALBERT E. GUTH  
Title: SECRETARY

**BREAKER TECHNOLOGY LTD.**

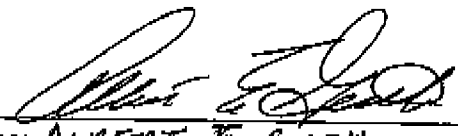
By:   
Name: ALBERT E. GUTH  
Title: SECRETARY

**ASTEC MOBILE SCREENS, INC. F/K/A  
PRODUCTION ENGINEERED PRODUCTS,  
INC.**


By:   
Name: ALBERT E. GUTH  
Title: SECRETARY




**CARLSON PAVING PRODUCTS, INC.**

By:   
Name: ALBERT E. GUTH  
Title: SECRETARY

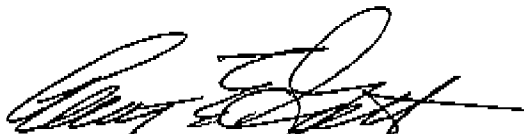
**ROADTEC, INC.**

By:   
Name: ALBERT E. GUTH  
Title: SECRETARY

**TRENCOR, INC.**

By:   
Name: ALBERT E. GUTH  
Title: SECRETARY

**AMERICAN AUGERS, INC.**

By:   
Name: ALBERT E. GUTH  
Title: SECRETARY

**AI DEVELOPMENT GROUP, INC.**

By: Neil Schmiggall  
Name: NEIL SCHMIGGALL  
Title: *pres*

**AI ENTERPRISES, INC.**

By: Paul Schmiggall  
Name: PAUL SCHMIGGALL  
Title: *PRESIDENT*


**ASTEC HOLDINGS, INC.**

By: *Albert E. Guth*  
Name: ALBERT E. GUTH  
Title: *SECRETARY*

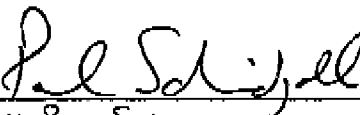
**ASTEC INVESTMENTS, INC.**

By: *Albert E. Guth*  
Name: ALBERT E. GUTH  
Title: *SECRETARY*

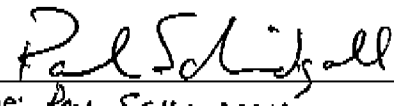
**ASTEC TRANSPORTATION, INC.**

By:   
Name: ALBERT E. GUTH  
Title: SECRETARY

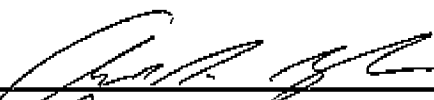
**RI PROPERTIES, INC.**

By:   
Name: PAUL SCHMIDGALL  
Title: PRESIDENT

**TI SERVICES, INC.**

By:   
Name: PAUL SCHMIDGALL  
Title: PRESIDENT

**COLLATERAL AGENT:****BANK ONE N.A.**

By:   
Name: ANDREW A. MACIVER  
Title: VP