

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Astec Industries, Inc.		06/01/2001	CORPORATION:
RECEIVING PARTY DATA			
Name:	Astec, Inc.		
Street Address:	4101 Jerome Avenue		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37407		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1294057	PROCESS MATE	
CORRESPONDENCE DATA			
Fax Number:	(423)321-0499		
	<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:	1471115-0101		
NAME OF SUBMITTER:	Donna Guy		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

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

WHEREAS, Assignor owns the registered trademark PROCESS MATE, which is the subject of U.S. Registration No. 1,294,057 (hereinafter referred to as "the Trademark"); and

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

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

WHEREAS Assignor and Astec, Inc., a Tennessee corporation, having an office and principal place of business in Chattanooga, Tennessee (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, Assignee has acquired the Trademark, 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, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

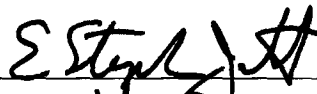
1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademark, together with the goodwill symbolized thereby, and all rights and privileges granted and secured thereby, including the right to sue for past, present or future infringement of the Trademark, such rights to 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 Trademark, and no other person or entity has any security interest in the Trademark or in the registration thereof.
 - (d) Any and all licenses to use the Trademark 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 Trademark.
 - (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 affect on the Trademark or the goodwill of the business symbolized by the Trademark.

- (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 the Trademark, 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 the Trademark, 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 the Trademark.
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 Trademark, all to the extent deemed necessary or desirable by Assignee for participation in any legal or administrative proceedings involving the Trademark, 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.

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

ASTEC INDUSTRIES, INC.

By:



Its:

