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

RE 7

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): Superior Industries of Morris, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies) Name: Superior Industries, LLC Internal Address: Street Address: 315 E. Highway 28 City: Morris State: MN Zip: 56267 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [X] Other Limited Liability Company 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

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: June 30, 2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2463023 Additional number(s) attached [] Yes [] No

6. Total number of applications and registrations involved: []

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Kristi Zentner Internal Address: Mansfield, Tanick & Cohen, P.A. 1700 Pillsbury Center South Street Address: 220 South Sixth Street City: Minneapolis State: MN Zip: 55402

7. Total fee (37 CFR 3.41).....\$40.00 [X] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. MICAH ZELTWANGER Name of Person Signing [Signature] Signature 6-30-04 Date Total number of pages including cover sheet, attachments, and document: 5

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

07/08/2004 LNUELLER 00000030 2463023 01 FC:8521 40.00 DP

2004 JUL -6 PM 3:54 FINANCE SECTION

TRADEMARK REEL: 003004 FRAME: 0651

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK ("Assignment") is entered into this 30th day of June, 2004 ("Effective Date") by and among Superior Industries of Morris, Inc., a Minnesota corporation ("Superior"), a wholly owned subsidiary of Astec Industries, a Tennessee corporation ("Astec") (collectively, "Assignor") and Superior Industries, LLC, a Minnesota limited liability company ("Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement, of even date herewith ("Asset Purchase Agreement"), Assignor agreed to assign to Assignee and Assignee agrees to receive, all of Assignor's rights to and interest in its trade names, trademarks or service mark registrations and applications and common law trademarks listed on Exhibit A, attached hereto and incorporated herein by reference.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- Section 1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title and interest in and to its trademarks, including but not limited to all registration rights with respect to the trademarks, all rights to prepare derivative marks, all goodwill and all other rights (collectively, "Trademarks") as such may be listed on Exhibit A attached hereto and incorporated herein by reference.
- Section 2. Consideration. In consideration for the assignment set forth in Section 1, Assignee shall pay to Assignor that portion of the Purchase Price (as such term is defined in the Asset Purchase Agreement) as may have been allocated for such consideration in Section 3.3 of the Asset Purchase Agreement and as may be identified on Exhibit 3.3 attached to the Asset Purchase Agreement and incorporated therein by reference.
- Section 3. Representations and Warranties. Assignor represents and warrants to Assignee with regard to the Trademarks and this Assignment:
- Section 3.1 Assignor has the right, power and authority to enter into this Assignment;
 - Section 3.2 Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
 - Section 3.3 The Trademarks are free of any liens, security interests, encumbrances or licenses;
 - Section 3.4 The Trademarks do not infringe on the rights of any person or entity;
 - Section 3.5 There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;

Section 3.6 This Assignment is valid, binding and enforceable in accordance with its terms; and

Section 3.6 Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.

Section 4. Attorneys' Fees. Should either party hereto, or any successor or assign of either party hereto, resort to litigation to enforce this Assignment, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

Section 5. Entire Agreement. This Assignment contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supercedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

Section 6. Amendment. This Assignment may be amended only by a writing signed by both parties.

Section 7. Severability. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held invalid by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

Section 8. Agreement to Perform Necessary Acts. Assignor agrees to perform any further acts and execute and deliver documents that may be reasonably necessary to carry out the provisions of this Assignment.

Section 9. Governing Law. This Assignment shall be governed by the laws of the State of Minnesota; any and all conflicts arising therefrom shall be venued in the courts of the State of Minnesota.

ASSIGNEE:

SUPERIOR INDUSTRIES, LLC

By: Michael Eckman

Title: Secretary / Treasurer

ASSIGNOR:

ASTEC INDUSTRIES, INC.

By: [Signature]

Title: Group Vice Pres

ASSIGNOR:

SUPERIOR INDUSTRIES OF MORRIS, INC.

By: *Allen E. Hub*

Title: *Secretary*

DOCS-#346593-v3

EXHIBIT A

Trademarks

<u>Description</u>	<u>Status</u>
PowerStacker	Registration - # 2,463,023

Unregistered Trademarks

Stack-Pac
Extender
FD Axle
Land Link
Jump Conveyor
TeleStacker
40 Series
50 series
60 series
80 series
90 series
100 series
IdlerSelector
ConveyCalc

Tradenames

Superior Industries

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

AFFIDAVIT OF MAILING

Court File No.:

Amy K. Loegering, of the City of Minneapolis, County of Hennepin, in the State of Minnesota, being duly sworn, says that on the 30th day of June, 2004, she mailed to:

Commissioner of Patent & Trademarks
Box Assignments
Washington, D.C. 20231

the following document(s):

1. Recordation Form Cover Sheet with Assignment of Trademark

by mailing true and correct copies thereof, enclosed in an envelope, first class postage prepaid, and by depositing same in the post office at Minneapolis, Minnesota.

Dated: June 30, 2004

Amy K. Loegering
Amy K. Loegering

Subscribed and sworn to before me
this 30th day of June, 2004.

Patricia L. Walters
Notary Public

#350231.1

