

JM

11-02-2004

TRADEMARK RECORD COVER SHEET



Attorney Docket No. S897.22-0001 - imv

10/18/04

102872492

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party: Astec Industries, Inc.
[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[X] Corporation-TN [ ] Other Explain
Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No



2. Name and address of receiving party(ies):
Name: Superior Industries, LLC
Internal Address: P.O. Box 684
Street Address: 315 East State Highway 28
City Morris State MN ZIP 56267

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

[ ] Individual(s) Citizenship
[ ] Association
[ ] General Partnership
[X] Limited Partnership
[ ] Corporation-State
[ ] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached [ ] Yes [ ] No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? [ ] Yes [ ] No

4A. Application No.(s)
Additional numbers attached? [ ] Yes [ ] No

4B. Registration No.(s)
2,463,023
Additional numbers attached? [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John M. Weyrauch
KINNEY & LANGE, P.A.
Street Address: THE KINNEY & LANGE BUILDING
312 South Third Street
City: Minneapolis State: MN ZIP 55415-1002
11/01/2004 REGISTRATION 00000000 2463023
01 FC:8521 40.00 DP

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 2.6(b)(6)):.....\$ 40.00
8. Method of Payment
[X] Enclosed
[X] The Commissioner is authorized to charge payment of any additional recording fees or credit any overpayment to deposit account No. 11-0982. A duplicate copy of this page is enclosed.

DO NOT USE THIS SPACE

9. Statement and signature.
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.

John M. Weyrauch
Name of Person Signing
Signature

10-12-04
Date



10-18-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #74

Total number of pages including cover sheet, attachments and document: [ 5 ]

## ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK ("Assignment") is entered into this 30<sup>th</sup> 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: *Micah Zeltweg*

Title: *Secretary / Treasurer*

**ASSIGNOR:**


**ASTEC INDUSTRIES, INC.**

By: *[Signature]*

Title: *Group Vice Pres*

ASSIGNOR:

SUPERIOR INDUSTRIES OF MORRIS, INC.

By: 

Title: Secretary

DOCS-#346593-v3

**EXHIBIT A**

**Trademarks**

<b><u>Description</u></b>	<b><u>Status</u></b>
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