

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                               |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

**CONVEYING PARTY DATA**

| Name   | Formerly | Execution Date | Entity Type           |
|--|----------|----------------|-----------------------|
| Blue Tee Corporation d/b/a The George E. Failing Co. |          | 10/01/2011     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                        |                        |
|------------------------|------------------------|
| <b>Name:</b>           | GEFCO, Inc.            |
| <b>Street Address:</b> | 1725 Shepherd Road     |
| <b>City:</b>           | Chattanooga            |
| <b>State/Country:</b>  | TENNESSEE              |
| <b>Postal Code:</b>    | 37421                  |
| <b>Entity Type:</b>    | CORPORATION: TENNESSEE |

**PROPERTY NUMBERS Total: 8**

| Property Type        | Number   | Word Mark                   |
|----------------------|----------|-----------------------------|
| Serial Number:       | 77319211 | SMOOTHIE                    |
| Serial Number:       | 85036896 | QUIKDRILL                   |
| Registration Number: | 0602346  | GEORGE E. FAILING COMPANY F |
| Registration Number: | 1749838  | GEFCO                       |
| Registration Number: | 1994764  | IT'S A KING                 |
| Registration Number: | 2013261  | SPEED STAR                  |
| Registration Number: | 3931347  | THE HAUF                    |
| Registration Number: | 3768012  | THE SCRAPPER                |

**CORRESPONDENCE DATA**

Fax Number: (423)508-1232  
 Phone: 423.757.0232  
 Email: pweidlich@cbslawfirm.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**900204389**

**TRADEMARK  
 REEL: 004640 FRAME: 0020**

**OP \$215.00 77319211**

Correspondent Name: Paul S. Weidlich  
Address Line 1: 1000 Tallan Building  
Address Line 2: Two Union Square  
Address Line 4: Chattanooga, TENNESSEE 37402

NAME OF SUBMITTER:

Paul S. Weidlich

Signature:

/Paul S. Weidlich/

Date:

10/12/2011

Total Attachments: 5

source=TM ASSIGNMENT#page1.tif

source=TM ASSIGNMENT#page2.tif

source=TM ASSIGNMENT#page3.tif

source=TM ASSIGNMENT#page4.tif

source=TM ASSIGNMENT#page5.tif

## ASSIGNMENT OF MARKS, PATENTS, NET NAMES AND OTHER INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF MARKS, PATENTS, NET NAMES AND OTHER INTELLECTUAL PROPERTY (this "Assignment"), made as of the 1st day of October, 2011, by BLUE TEE CORP., a Delaware corporation (which is sometimes known or does business as The George E. Failing Company) ("Assignor"), to GEFCO, INC., a Tennessee corporation ("Assignee").

### RECITALS

A. This Assignment is made pursuant to an Asset Purchase Agreement, dated as of August 4, 2011, between Assignor and Astec Industries, Inc., (which assigned such agreement to Assignee) (the "Agreement"). Unless otherwise defined herein, capitalized terms have the meanings ascribed to such terms in the Agreement.

B. Pursuant to the Agreement, Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, the Assets, including, without limitation, the Marks, Patents, Net Names, and other Intellectual Property Assets of Assignor, including, without limitation, the Intellectual Property Assets listed on Schedule A annexed hereto.

C. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such Assets.

D. In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's Marks, Patents, Net Names and other Intellectual Property Assets of Assignor, including, without limitation, the Intellectual Property Assets listed on Schedule A annexed hereto and incorporated herein by reference.

### AGREEMENT

NOW, THEREFORE, for and in exchange for the payment of the Purchase Price set forth in the Agreement, the receipt of which is hereby acknowledged, Assignor agrees as follows:

1. Assignment of Intellectual Property Assets. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Assignor's Marks, Patents, Net Names and other Intellectual Property Assets of Assignor, including, without limitation, the Intellectual Property Assets listed on Schedule A annexed hereto, the goodwill of the business associated therewith and which is symbolized thereby, the right to seek and hold registrations for the claim of copyright in any jurisdiction providing for the same, the right to apply for and hold patents in any jurisdiction providing for the same, the right to sue for and seek remedies against past, present, and future infringements or misappropriations of any or all of the foregoing, the right of

priority and protection of interests therein under the laws of any jurisdiction worldwide, any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, in each case (a) to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made, and (b) free and clear of all Encumbrances.

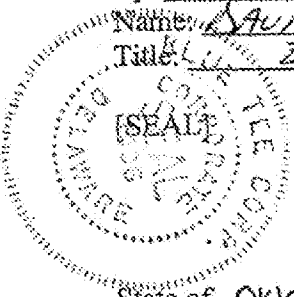
2. Further Assurances. From time to time after the Closing Date, upon request of the Assignee and without further consideration, Assignor shall execute and deliver to Assignee such documents and take such action as Assignee reasonably requests to consummate more effectively the intent and purpose of this Assignment and the transactions contemplated hereby.

3. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

**BLUE TEE CORP.**

By: [Signature]  
Name: DAVID P. ALDIAN  
Title: VP



State of Oklahoma )

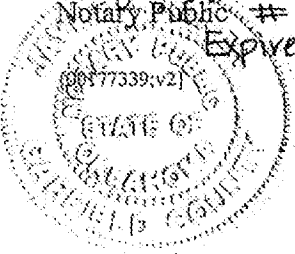
ss.:

County of Garfield )

On this 5<sup>th</sup> day of October, 2011, before me, Jayne Walker, personally appeared David P. Aldian, Executive Vice President of Blue Tee Corp., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Jayne Walker  
Notary Public # 06000465  
Expires: 01/11/14



SCHEDULE A

MARKS, PATENTS, NET NAMES

Marks: GEFCO, STECO, King Oil Tools, George E. Failing Co. and the Marks listed on Attachment 1.

Patents: The Patents listed on Attachment 2.

Net Names:

[www.gefco.com](http://www.gefco.com)

[www.kingoiltools.com](http://www.kingoiltools.com)

[www.stecotrailer.com](http://www.stecotrailer.com)

[www.stecoinc.com](http://www.stecoinc.com)

GEFCO  
 Trademarks (U.S. Registered)  
 9/30/2011

| MARK                                 | REGISTRATION NO. | Reg. Date | NEXT ACTION                                       | OWNER/APPLICANT                |
|--------------------------------------|------------------|-----------|---|--------------------------------|
| GEORGE E.<br>FAILING F and<br>Design | 602,346          | 02/22/55  | Renewal 02/22/2015                                | Blue Tee Corp.                 |
| GEFCO                                | 1,749,838        | 02/02/93  | Renewal 02/02/2013                                | Blue Tee Corp.                 |
| IT'S A KING                          | 1,994,764        | 08/20/96  | Renewal 02/20/2016                                | Blue Tee Corp.                 |
| SPEED STAR                           | 2,013,261        | 11/05/96  | Renewal 11/05/2016                                | George E. Failing Company, The |
| THE HAUF                             | 3,931,347        | 03/15/11  | Section 8 and/or 15<br>Affidavit due<br>3/15/2017 | Blue Tee Corp.                 |
| THE<br>SCRAPPER                      | 3,768,012        | 03/30/10  | Section 8 and/or 15<br>Affidavit due<br>3/15/2016 | Blue Tee Corp.                 |

STECO (Blue Tee Corp.)  
 Trademark Applications  
 9/30/2011

| FILE NO. | MARK       | REGISTRATION NO./REG. DATE | SERIAL NUMBER | DATE FILED | NEXT ACTION                       | OWNER/APPLICANT |
|----------|------------|----------------------------|---------------|------------|-----------------------------------|-----------------|
| 4105     | SMOOTHIE   | N/A                        | 77/319,211    | 11/1/2007  | SOU or Extension Due 2/16/2012    | Blue Tee Corp.  |
| 4106     | SUPER CUBE | N/A                        | 77/319,225    | 11/1/2007  | Abandoned (See Sch. 3.24(c), #3); | Blue Tee Corp.  |
| 4491     | QUIKDRILL  | N/A                        | 85/036896     | 5/12/2010  | SOU or Extension Due 12/21/2011   | Blue Tee Corp.  |