

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/31/2012

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AI Enterprises, Inc.		10/15/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	Astec, Inc.
Street Address:	1725 Shepherd Road
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37421
Entity Type:	CORPORATION: TENNESSEE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	85611506	AI MINING
Registration Number:	4210722	AI DILLMAN A DIVISION OF ASTEC INC.
Registration Number:	4126527	AI DILLMAN A DIVISION OF ASTEC, INC.
Serial Number:	77730039	A I ASTEC
Registration Number:	3847890	A I ASTEC
Registration Number:	3653782	A ASTEC UNDERGROUND
Registration Number:	3653781	ASTEC
Registration Number:	2946900	REVERSE PULSE
Registration Number:	2892976	PHOENIX
Registration Number:	2874143	PHOENIX
Registration Number:	2808360	ACCU-SWIPE
Registration Number:	2683598	WHISPER JET
Registration Number:	2231745	TURBO SIX PACK

TRADEMARK

900238601

REEL: 004900 FRAME: 0048

OP \$665.00 85611506

Registration Number:	2235759	SUPER SIX PACK
Registration Number:	2235758	SIX PACK
Registration Number:	2230300	DOUBLE BARREL
Registration Number:	2327604	PORTA-STOR
Registration Number:	1945167	SPI
Registration Number:	1908140	ASTEC AI
Registration Number:	1946261	ASTEC
Registration Number:	1966075	M-PACK
Registration Number:	1303531	BLEND MATE
Registration Number:	1294057	PROCESS MATE
Registration Number:	1027027	AI
Registration Number:	3516382	DOUBLE BARREL GREEN
Registration Number:	3516381	DOUBLE BARREL GREEN

CORRESPONDENCE DATA

Fax Number: 4235081277

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 423.757.0277

Email: dhill@cbslawfirm.com

Correspondent Name: David J. Hill

Address Line 1: 1000 Tallan Building

Address Line 2: Two Union Square

Address Line 4: Chattanooga, TENNESSEE 37402

NAME OF SUBMITTER:	David J. Hill
Signature:	/David J. Hill/
Date:	11/14/2012

Total Attachments: 4

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OCT 30 2012

S.D. SEC. OF STATE

ARTICLES OF MERGER OF

AI ENTERPRISES, INC. WITH AND INTO

ASTEC, INC.

Filed this 30th day of Oct 2012
J. J. Jant
1. SECRETARY OF STATE

1. ENTITIES PARTICIPATING IN MERGER

AI ENTERPRISES, INC., a South Dakota corporation (the "Merging Corporation"), will merge with and into ASTEC, INC., a Tennessee corporation (the "Surviving Corporation").

2. NAME OF SURVIVING CORPORATION

After the merger, the name of the Surviving Corporation will be ASTEC, INC.

3. TERMS AND CONDITIONS OF MERGER

Pursuant to the terms and conditions of these Articles of Merger and in accordance with the Plan of Merger which has been approved, adopted, certified, executed and acknowledged by each of the corporations which is a party to this merger in accordance with Section 47-1A-1101, *et. seq.*, of the South Dakota Business Corporation Act and Section 48-21-101, *et. sec.*, of the Tennessee Code Annotated, on the effective date of the merger, as set forth herein, the Merging Corporation shall be merged into the Surviving Corporation in the manner and with the effect provided by the statutes of the States of South Dakota and Tennessee. The Surviving Corporation shall continue its existence under the laws of the State of Tennessee, and the separate existence of the Merging Corporation shall cease. All property, rights, privileges, powers, licenses, and franchises of and every contract right possessed by the Merging Corporation, as the same were held and owned prior to the merger, shall vest in the Surviving Corporation subject, however, to all rights of creditors and all liens upon any property of the Merging Corporation which shall be preserved unimpaired. The Surviving Corporation shall be liable for all debts, liabilities and obligations and the rights of creditors of the Merging Corporation in the same manner and to the same extent as if the Surviving Corporation had itself incurred such debts, liabilities and obligations. The Surviving Corporation shall be substituted in any proceeding pending against the Merging Corporation. Unless otherwise provided by law, no holder of shares in the Merging Corporation shall by virtue of the merger become liable for the liabilities or obligations of the Surviving Corporation.

4. CANCELLATION OF SHARES AND ISSUANCE OF NEW SHARES

The shares of stock of the Merging Corporation outstanding on the date of the merger shall be cancelled and extinguished on the consummation of the merger and the shareholder of the Merging Corporation shall not be entitled to shares of the common stock in the Surviving Corporation since the Merging Corporation is wholly owned by the Surviving Corporation. All shares of the Surviving Corporation issued and outstanding immediately prior to the effective

date of the merger shall continue to be issued and outstanding shares of the Surviving Corporation.

5. CHARTER AND BYLAWS

The Charter and Bylaws of the Surviving Corporation shall continue to be those of the Surviving Corporation from and after consummation of the merger until changed or amended as provided by Tennessee law.

6. ACTIONS BY DIRECTORS AND OFFICERS OF MERGING CORPORATION

If, at any time, the Surviving Corporation shall deem or be advised that any further conveyance, assignment, assurance or other act or instrument is necessary or desirable to better confirm in the Surviving Corporation the title of any property of the Merging Corporation, the proper and former directors and officers of the Merging Corporation at the request and expense of the Surviving Corporation, will take all such actions and do all things that may be necessary or appropriate to vest or confirm title to such property in the Surviving Corporation or otherwise effectuate the purposes of the Articles of Merger.

7. PLAN AND AGREEMENT OF MERGER

The executed Plan and Agreement of Merger is on file at the office of the Surviving Corporation at 1725 Shepherd Road, Chattanooga, Tennessee 37421. The Surviving Corporation, on request and without cost, will furnish a copy of the Plan of Merger to any shareholder holding an interest in the corporations subject to this merger.

8. APPOINTMENT OF SECRETARY OF STATE

The Surviving Corporation agrees that it may be served with process in the State of South Dakota in any action, suit or proceeding to enforce any obligation or the rights of dissenting shareholders of the Merging Corporation and appoints the South Dakota Secretary of State as its agent for service of process. The Surviving Corporation specifies that a copy of any such process shall be mailed to it by the Secretary of State to the following address: 1725 Shepherd Road, Chattanooga, Tennessee, 37421.

9. APPROVAL OF PLAN, ARTICLES AND CERTIFICATE OF MERGER

On October 15, 2012, the sole shareholder and the Board of Directors of the Merging Corporation and the Board of Directors of the Surviving Corporation duly authorized and approved the Plan and Agreement of Merger and the Articles of Merger, in accordance with the state law of South Dakota and the state law of Tennessee.

10. EFFECTIVE DATE OF MERGER

The effective date of the Merger is as of 11:59 p.m. Eastern Time on October 31, 2012.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute the Articles of Merger as of October 15, 2012.

MERGING CORPORATION:

AI ENTERPRISES, INC.
(A South Dakota Corporation)

By: _____
Michael J. Johnson, President

SURVIVING CORPORATION;

ASTEC, INC.
(A Tennessee Corporation)

By: Stephen C. Anderson
Stephen C. Anderson, Secretary

