

## 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 Underground, Inc.		11/30/2012	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	American Augers, Inc.		
Street Address:	135 U.S. Rt. 42		
City:	West Salem		
State/Country:	OHIO		
Postal Code:	44287		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2011727	ROAD MINER	
Registration Number:	2061132	TRENCOR	
CORRESPONDENCE DATA			
Fax Number:	4235081277		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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		
ATTORNEY DOCKET NUMBER:	1471100-1201		
NAME OF SUBMITTER:	David J. Hill		
Signature:	/David J. Hill/		

OP \$65.00 2011727

TRADEMARK

Date:

12/03/2012

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of the 20th day of November, 2012 by Astec Underground, Inc., a Tennessee corporation having its principal place of business in Loudon, Tennessee ("Assignor").

WHEREAS, pursuant to an Asset Purchase Agreement dated October 31, 2012 ("Asset Purchase Agreement"), Assignor has sold to American Augers, Inc. ("Assignee") certain assets relating to its business in trenchers and horizontal directional drills (the "Business"); and

WHEREAS Assignor owns the registered trademarks ROAD MINER (U.S. Registration No. 2,011,727) and TRENCOR (U.S. Registration No. 2,061,132) (collectively, the "Trademarks"), which are associated with and symbolize the goodwill of at least a portion of the Business; and

NOW, THEREFORE, for and in consideration of the covenants, representations and warranties set forth in the Asset Purchase Agreement, 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 Trademarks, together with the goodwill of the Business symbolized by the Trademarks, and all rights and privileges granted and secured thereby, including the right to sue for past, present or future infringement of the Trademarks.
2. Assignor represents and warrants to Assignee that:
  - (a) 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.
  - (b) Assignor is the owner of the Trademarks, and no other person or entity has any license or interest therein.
  - (c) 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 effect on the Trademarks or title thereto.
3. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the effective date of this Assignment, against any and all damages or deficiencies resulting from any breach of warranty or misrepresentation made 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 either of the Trademarks, 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 or enforceability of, title to, or infringement of the Trademarks.

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.
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 UNDERGROUND, INC.

By: Thomas R Campbell  
Name: Thomas R. Campbell  
Title: President