

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394838

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Power Flame Incorporated		08/01/2016	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	PF Acquisition Company, Inc.		
Street Address:	1725 Shepherd Road		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37450		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	0611437	POWERFLAME	
Registration Number:	1189911	PF	
Registration Number:	1200964	POWER FLAME	
Registration Number:	1414939	THE DIRECTOR	
Registration Number:	1530682	VARICAM	
Registration Number:	1644765	NOVA	
Registration Number:	1951525	VECTOR	
CORRESPONDENCE DATA			
Fax Number:	4235081277		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	423-757-0277		
Email:	ccharniak@chamblisslaw.com		
Correspondent Name:	David J. Hill		
Address Line 1:	605 Chestnut Street		
Address Line 2:	Suite 1700		
Address Line 4:	Chattanooga, TENNESSEE 37450		
ATTORNEY DOCKET NUMBER:	1471100-1601		
NAME OF SUBMITTER:	David J. Hill		
SIGNATURE:	/David J. Hill/		

OP \$190.00 0611437

DATE SIGNED:	08/12/2016
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Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of August 1, 2016, is made by POWER FLAME INCORPORATED, a Kansas corporation ("**Power Flame**") and COMBU, INC., a Kansas corporation ("**Combu**" and, together with Power Flame, "**Sellers**" and each a "**Seller**"), in favor of PF ACQUISITION COMPANY, INC., a Tennessee corporation ("**Buyer**"), the purchaser of certain assets of Sellers pursuant to an Asset Purchase Agreement among Buyer, Sellers and certain other parties thereto, dated as of June 30, 2016 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Sellers have conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Sellers, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably convey, transfer and assign to Buyer, and Buyer hereby accepts, all of Sellers' right, title and interest in and to the following (the "**Assigned IP**"):

(a) the patent set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patent**");

(b) the trademark registrations set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Sellers hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the

officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Sellers shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Kansas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Kansas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Sellers have duly executed and delivered this IP Assignment as of the date first above written.

POWER FLAME INCORPORATED

By: William A Wiener
Name: William A. Wiener
Title: President

COMBU, INC.

By: William A Wiener
Name: William A. Wiener
Title: President

Address for Notices:

P.O. Box 974
2001 South 21 Street
Parsons, Kansas 67357

AGREED TO AND ACCEPTED:

PF ACQUISITION COMPANY, INC.

By: _____
Name: David C. Silvious
Title: Assistant Secretary/Treasurer

Address for Notices:

Astec Industries, Inc.
1725 Shepherd Road
Chattanooga, Tennessee 37421

[IP Assignment Signature Page]

IN WITNESS WHEREOF, Sellers have duly executed and delivered this IP Assignment as of the date first above written.

POWER FLAME INCORPORATED

By: _____
Name: William A. Wiener
Title: President

COMBU, INC.

By: _____
Name: William A. Wiener
Title: President

Address for Notices:

P.O. Box 974
2001 South 21 Street
Parsons, Kansas 67357

AGREED TO AND ACCEPTED:

PF ACQUISITION COMPANY, INC.

By: DCS
Name: David C. Silvious
Title: Assistant Secretary/Treasurer

Address for Notices:

Astec Industries, Inc.
1725 Shepherd Road
Chattanooga, Tennessee 37421

[IP Assignment Signature Page]

SCHEDULE 1
ASSIGNED PATENT

U.S. Patent No. 6,508,645

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS

U.S. Trademarks

U.S. Trademark Registration No. 611,437
U.S. Trademark Registration No. 1,189,911
U.S. Trademark Registration No. 1,200,964
U.S. Trademark Registration No. 1,449,284
U.S. Trademark Registration No. 1,414,939
U.S. Trademark Registration No. 1,530,682
U.S. Trademark Registration No. 1,644,765
U.S. Trademark Registration No. 1,951,525

Foreign Trademarks

Canadian Trademark Registration No. 114,444
Canadian Trademark Registration No. 263,136
Canadian Trademark Registration No. 262,147
Mexican Trademark Registration No. 465,249
Mexican Trademark Registration No. 485,265
Indian Trademark Application No. 719,414
Philippine Trademark Registration No. 4-1996-112596
New Zealand Trademark Registration No. B282,690
Chilean Trademark Registration No. 530,023
Chilean Trademark Registration No. 399,378
Chinese Trademark Registration No. 3,526,474
Kazakhstan Trademark Registration No. 31,438
International Trademark Registration No. 980,565
(Includes Belarus, Russian Federation, Latvia, Ukraine and Uzbekistan)
Korean Trademark Registration No. 389,905
Taiwan Trademark Registration No. 00780646
Australian Trademark Registration No. 727,843
Peru Trademark Registration No. 00169925