

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM607290

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Grathwol Automation, LLC		11/02/2020	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Astec Industries, Inc.		
<b>Street Address:</b>	1725 SHEPHERD RD		
<b>City:</b>	CHATTANOOGA		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37421-2947		
<b>Entity Type:</b>	Corporation: TENNESSEE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5279117	INTELLIMATICS	
<b>Registration Number:</b>	5351300	AIRCAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4023909005		
<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>			
<b>Phone:</b>	4023909500		
<b>Email:</b>	ip@koleyjessen.com		
<b>Correspondent Name:</b>	Roberta L. Christensen		
<b>Address Line 1:</b>	1125 S 103rd Street		
<b>Address Line 2:</b>	One Pacific Place, Suite 800		
<b>Address Line 4:</b>	Omaha, NEBRASKA 68124		
<b>ATTORNEY DOCKET NUMBER:</b>	22755-0002		
<b>NAME OF SUBMITTER:</b>	Roberta L. Christensen		
<b>SIGNATURE:</b>	/rlc/		
<b>DATE SIGNED:</b>	11/06/2020		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is entered into on this 2<sup>nd</sup> day of November, 2020 (the "Effective Date"), between Astec Industries, Inc., a Tennessee corporation (the "Assignee"), and Grathwol Automation, LLC, an Ohio limited liability company (the "Assignor"). This Assignment is being entered into on the Effective Date pursuant to the transactions contemplated by that certain Asset Purchase Agreement made and entered into as of the date hereof (the "Purchase Agreement"), by and among Assignor and Assignee and the other parties thereto. Capitalized terms not defined herein will have the meaning set forth in the Purchase Agreement.

### RECITALS

WHEREAS, Assignor is the owner of the trademarks listed on Appendix "A", attached hereto (the "Trademarks"), and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, 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, all applications and registrations therefor, and all claims for damages arising out of or relating to past or continuing infringements thereof, if any, with the right to sue for and collect such damages.

Assignor hereby represents and covenants that it has full right, power and authority and has been duly authorized to convey the right, title and interest herein assigned, and that it has not and will not execute any agreement in conflict herewith. Assignor further covenants that, when requested, it will, without charge to Assignee, execute all documents and take all such further actions as may be necessary, desirable or convenient to enable Assignee to obtain, maintain and enforce its rights and interest in and to the Trademarks in any and all countries.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and subject to the Closing under the Purchase Agreement and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party.

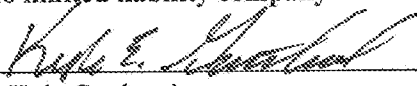
\* \* \*

*[signatures follow]*

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Assignment to be effective as of the date first written above.

**Assignor:**

**Grathwol Automation, LLC,  
an Ohio limited liability company**



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Name: Kyle Grathwol

Its: President

[Signature Page to Trademark Assignment]

**TRADEMARK  
REEL: 007097 FRAME: 0834**

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Assignment to be effective as of the date first written above.

**Assignee:**

**Astec Industries, Inc.**  
**a Tennessee corporation**

DocuSigned by:

*Barry Ruffalo*

By: \_\_\_\_\_

3ECEC741A835477...

Name: Barry A. Ruffalo

Its: Authorized Signatory

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 007097 FRAME: 0835**

**Appendix A**

<u>Country</u>	<u>Trademark Name</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Reg. Date</u>	<u>Status</u>
US	INTELLIMATICS	86/821,722	11/16/2015	5,279,117	09/05/2017	Active
US	AIRCAN	86/970,765	4/11/2016	5,351,300	12/05/2017	Active